

NO. DC-19-09828

D&T PARTNERS, LLC ) IN THE DISTRICT COURT  
(Successor in interest to )  
ACET VENTURE PARTNERS, )  
LLC), )  
 )  
Plaintiff ) DALLAS COUNTY, TEXAS  
 )  
VS. )  
 )  
ACET GLOBAL, LLC; BAYMARK )  
ACET HOLDCO, LLC; BAYMARK ) 116th JUDICIAL DISTRICT  
MANAGEMENT, LCC; BAYMARK )  
MANAGEMENT, LLC; BAYMARK )  
PARTNERS; DAVID HOOK; TONY )  
LUDLOW; and WINDSPEED )  
TRADING, LLC, )  
  
Defendants

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REMOTE ORAL AND VIDEOTAPED DEPOSITION OF

WILLIAM SZETO

April 2, 2021  
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REMOTE ORAL AND VIDEOTAPED DEPOSITION OF WILLIAM  
SZETO, produced as a witness at the instance of the  
PLAINTIFF, and duly sworn, was taken in the above-styled  
and numbered cause on April 2, 2021, from 9:34 a.m. to  
4:47 p.m., via videoconference before Karen Usher, CSR  
in and for the State of Texas, reported by machine  
shorthand, pursuant to the Texas Rules of Civil  
Procedure, current Emergency Order Regarding the  
COVID-19 State of Disaster, and the provisions stated on  
the record or attached hereto.

2 (Pages 2 to 5)

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1 with Mr. Freeman's permission, renew our prior agreement  
2 that one objection from one defendant is considered an  
3 objection from all defendants.  
4 MR. FREEMAN: Agreed.  
5 MS. HARD-WILSON: Thank you.  
6 MR. FREEMAN: Karen, could you give me --  
7 THE REPORTER: Yes.  
8 MR. FREEMAN: -- I guess, permission to  
9 record?  
10 THE REPORTER: Yes, I will. There you go.  
11 MR. PERRIN: And Jason -- along that  
12 line, Jason, we --  
13 MR. FREEMAN: I owe you what? The  
14 recording --  
15 MR. PERRIN: We requested the recording  
16 of Mr. Cole's deposition.  
17 MR. FREEMAN: I'll have it for you -- I'll  
18 have it for you before I leave here tonight.  
19 MR. PERRIN: Appreciate it.  
20 EXAMINATION  
21 BY MR. FREEMAN:  
22 Q. Good morning, Mr. Szeto.  
23 A. Good morning.  
24 Q. Would you please state your full name for the  
25 record.

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1 A. It is William Szeto, S-Z-E-T-O.  
2 Q. Szeto.  
3 A. Middle initial C, as in Charles.  
4 Q. Okay. Mr. Szeto -- Szeto -- I'm going to try  
5 to pronounce it right, Mr. Szeto. My name is Jason --  
6 A. You're not the first one that pronounced it  
7 wrong, so don't worry about it.  
8 Q. My name is Jason Freeman. I represent D&T  
9 Partners, LLC in this lawsuit. Do you understand that  
10 you're here today in connection with a lawsuit between  
11 D&T Partners and ACET Global and several Baymark  
12 entities and Windspeed Trading, LLC?  
13 A. Yes, I do.  
14 Q. Mr. Szeto, have you ever had your deposition  
15 taken?  
16 A. Not with this case, no.  
17 Q. Have you had it taken before?  
18 A. Not specifically for this case. I have taken  
19 other depositions with other cases before. So this is  
20 not the first time.  
21 Q. What other cases have you had depositions  
22 taken in?  
23 A. I have other technical cases that I have  
24 deposition taken.  
25 Q. And when were those?

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1 A. Oh, couple of years ago.  
2 Q. Who were the parties?  
3 A. I can't remember.  
4 Q. Were you a party?  
5 A. I was -- no, I was not a party, but I was  
6 testifying on behalf of a law firm who got -- that's  
7 what I did.  
8 Q. What was -- what was involved in that lawsuit?  
9 A. Basically, optical networking cases.  
10 Q. I'm sorry? Optical networking?  
11 A. Yes, optical networking.  
12 Q. What does that mean?  
13 A. That means it's network that's made up with  
14 fiber optics.  
15 Q. Okay. Did you work for -- did you work in  
16 that industry?  
17 A. Yes.  
18 Q. Was the company that you worked for a party to  
19 that suit?  
20 A. Yes.  
21 Q. And what was the nature of your testimony in  
22 that lawsuit?  
23 A. Explaining the technical details concerning  
24 the patent requirements.  
25 Q. Okay. Who was your former employer?

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1 A. Xtera.  
2 Q. Xtera?  
3 A. Xtera Technologies, yes.  
4 Q. Got it. They used to be up in Frisco, huh?  
5 A. No. They based out in Plano.  
6 Q. Okay. What other lawsuits have you been  
7 involved in?  
8 A. None.  
9 Q. Have you had your deposition taken in any  
10 other case?  
11 A. No.  
12 Q. Okay. Do you understand you're here today  
13 under oath?  
14 A. Yes.  
15 Q. What does that mean to you?  
16 A. That means I will tell exactly the truth.  
17 Q. Mr. Szeto, I'm going to read you some of the  
18 ground rules for today. One -- and this is just to keep  
19 a clean record on everything. When I ask a question, if  
20 you'll try to let me complete it before you give an  
21 answer, it will help us with the record. Does that make  
22 sense?  
23 A. Yes.  
24 Q. And when you do give an answer, if you'll try  
25 to remember to give a verbal response rather than doing

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<p>1 what I sometimes do, is nodding, just so the court 2 reporter can get it. 3 A. Okay. 4 Q. If I ask a question that you don't understand, 5 and I ask bad questions sometimes, please just let me 6 know, and I'll be happy to try and clarify. 7 A. Okay. 8 Q. And with that understanding, I'll just ask if 9 it's fair to say that if you don't tell me that you 10 don't understand a question, we can assume that you 11 understood it? 12 A. Yes. 13 Q. Okay. At any point you need to take a break, 14 just let me know. Need to use the restroom, get a 15 drink, no problem. 16 A. Okay. 17 Q. Mr. Szeto, do you own Windspeed? 18 A. Yes, I do. 19 Q. And that's Windspeed Trading, LLC? 20 A. Yes. 21 Q. Is there any kind of ownership split? 22 A. I don't understand. 23 Q. Is there any kind of split in ownership? 24 A. No. 25 Q. When you set it up, did you want to set it up</p>	<p>1 Windspeed because of its investment in ACET Global? 2 A. No. 3 Q. Did you want Baymark to get its fair share of 4 Windspeed for its investment in ACET Global? 5 A. No. 6 Q. Did ACET have anything to do with the 7 formation of Windspeed? 8 A. No. 9 Q. Nothing at all? 10 A. Nothing at all. 11 Q. So you're certain that there was no 12 relationship between the formation of Windspeed and ACET 13 Global, LLC? 14 A. Yes. 15 Q. Mr. Szeto, I'm putting on the screen what's 16 marked as Exhibit 36. Can you see this document? 17 A. Uh-huh. 18 (Exhibit 36 marked.) 19 Q. (BY MR. FREEMAN) Do you recognize this 20 document? 21 A. It looks familiar. 22 Q. Okay. Will you tell me what it is? 23 A. Well, it looks like an old email, but I cannot 24 tell you exactly why and what it was. 25 Q. Okay. Is your name listed here?</p>
Page 11	Page 13
<p>1 with an ownership split? 2 A. No. 3 Q. You're certain about that? 4 A. Yes. 5 Q. Is there an ownership split with Super G 6 Capital? 7 A. No. 8 Q. Is there an ownership split with Baymark? 9 A. No. 10 Q. No ownership split with any Baymark party? 11 A. No. 12 Q. Did you want them -- did you want Super G to 13 have a share of Windspeed when you formed it? 14 A. No. 15 Q. Did you want any Baymark party to have a share 16 of Windspeed when you formed it? 17 A. No. 18 Q. You didn't want them to have a share that 19 would compensate them for something? 20 A. No. 21 Q. You didn't want them to have a share that 22 would compensate them for their investment in ACET 23 Global? 24 A. No. 25 Q. Did you want Super G to get its fair share of</p>	<p>1 A. Yes. 2 Q. And is this an email that was sent from you? 3 A. Looks like it. 4 Q. And is it an email that was sent from you on 5 October 10th, 2018? 6 A. Looks like -- I look at the date, yes. 7 Q. Okay. And is the subject line "ownership of 8 newco"? 9 A. Yes. 10 Q. And was this sent to Steve Bellah, Matt 11 Denegre and Tony Ludlow? 12 A. Yes. 13 Q. And was this sent from your acetglobal.com 14 email address? 15 A. Yes. 16 Q. Okay. Mr. Szeto, I want to go down to the 17 third page of this exhibit, which is Bates labeled 18 BP6409. Mr. Szeto, is this part of the same email 19 thread? 20 A. Yes. 21 Q. And Mr. Szeto, am I correct in reading this 22 email that was sent from you on October 8th, 2018, to 23 Matt Denegre stating that "After considering the amount 24 of investment you and Super G put into the ACET Global 25 company, here is the percentage I am willing to live</p>

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<p>1 with"? Is that correct?</p> <p>2 A. Yes.</p> <p>3 Q. And then does it provide a breakdown for an</p> <p>4 undiluted percentage with respect to Baymark and</p> <p>5 yourself?</p> <p>6 A. Yes.</p> <p>7 Q. And then does it provide for -- does it state,</p> <p>8 "Super G warrant for 40 percent"?</p> <p>9 A. Yes.</p> <p>10 Q. And then does it, right under that, provide</p> <p>11 for diluted percentages following the exercise of a</p> <p>12 warrant of 40 percent for Baymark, 20 percent for</p> <p>13 yourself and 40 percent for Super G?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Mr. Szeto, did Windspeed have a debt to</p> <p>16 Super G in 2018?</p> <p>17 A. Yes. We have a loan from Super G for</p> <p>18 \$200,000.</p> <p>19 Q. And, in fact, did you refer to Windspeed's</p> <p>20 debt to Super G as the "ACET note"?</p> <p>21 A. No. It was a loan.</p> <p>22 Q. Did Matt ever refer to that note as the "ACET</p> <p>23 note"?</p> <p>24 A. No.</p> <p>25 Q. If he did, would Super G have known what he</p>	<p>1 A. Yes.</p> <p>2 Q. At his Super G Capital account -- email</p> <p>3 address?</p> <p>4 A. Yes.</p> <p>5 Q. On December 20th?</p> <p>6 A. Yes.</p> <p>7 Q. And does it include Steve Bellah, Matt</p> <p>8 Denegre, Tony Ludlow and yourself?</p> <p>9 A. Uh-huh.</p> <p>10 Q. And does it state that it is "Confirming that</p> <p>11 our accounting department will pull \$2,500 tomorrow"?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And Mr. Szeto, is this a true and</p> <p>14 correct copy of the emails that were exchanged?</p> <p>15 A. As far as I can tell, yes.</p> <p>16 Q. Mr. Szeto, tell me about David Hook. Is he a</p> <p>17 man of his word?</p> <p>18 MS. HARD-WILSON: Objection, form.</p> <p>19 MR. PERRIN: Objection, form.</p> <p>20 A. Well, I cannot judge his character. I know</p> <p>21 David for a long time, and I cannot answer that</p> <p>22 question.</p> <p>23 Q. (BY MR. FREEMAN) Do you think he was an</p> <p>24 honest businessman?</p> <p>25 A. I cannot answer that question.</p>
Page 15	Page 17
<p>1 was talking about?</p> <p>2 MR. PERRIN: Objection, form.</p> <p>3 MS. HARD-WILSON: Objection, form.</p> <p>4 A. I cannot tell you what he's referred to, and I</p> <p>5 cannot answer that question.</p> <p>6 Q. (BY MR. FREEMAN) Mr. Szeto, I want to put on</p> <p>7 the screen what's marked as Exhibit 44.</p> <p>8 A. Okay.</p> <p>9 (Exhibit 44 marked.)</p> <p>10 Q. (BY MR. FREEMAN) Mr. Szeto, down at the</p> <p>11 bottom of this page, I'd like for you to look with me.</p> <p>12 I'm highlighting on the screen so you can see it. Is</p> <p>13 that an email from Matt Denegre?</p> <p>14 A. Yes.</p> <p>15 Q. And is that an email from Matt on</p> <p>16 December 20th, 2018?</p> <p>17 A. Yes.</p> <p>18 Q. And is that to Steve Bellah at his Super G</p> <p>19 Capital account, Tony Ludlow and yourself?</p> <p>20 A. Yes.</p> <p>21 Q. And does it state, "Bill is going to make a</p> <p>22 payment of \$2500 this week towards the ACET note"?</p> <p>23 A. Yes, I see that.</p> <p>24 Q. Okay. And at the top, is that an email to</p> <p>25 Alex Godinez?</p>	<p>1 Q. Would you do business with someone that you</p> <p>2 didn't believe was an honest businessman?</p> <p>3 A. I cannot answer that question. I done</p> <p>4 business with him before, and I will not be able to</p> <p>5 answer that question.</p> <p>6 Q. Can you tell me why you cannot answer that</p> <p>7 question?</p> <p>8 A. Because I don't see him every day, and I'm not</p> <p>9 a personal judgment of characteristics, and I will not</p> <p>10 answer that question.</p> <p>11 Q. Have you dealt with him a number of times over</p> <p>12 the years?</p> <p>13 A. Yes.</p> <p>14 Q. And have you had interactions with him?</p> <p>15 A. Yes.</p> <p>16 Q. And have you worked on matters -- on</p> <p>17 businesses involving millions of dollars?</p> <p>18 A. Yes.</p> <p>19 Q. Based on your interactions, what is your</p> <p>20 opinion of Mr. Hook?</p> <p>21 A. I will not offer an opinion because I am not</p> <p>22 qualified to do so.</p> <p>23 Q. Is he an honest businessman?</p> <p>24 A. I will not answer that question.</p> <p>25 Q. Is he someone who deals fairly with creditors?</p>

5 (Pages 14 to 17)

Page 18	Page 20
<p>1 A. I will not answer that question. I don't 2 know. 3 Q. Are you sir? 4 A. Am I what? 5 Q. Are you someone who deals fairly with 6 creditors? 7 A. I do. 8 Q. Are you someone who is an honest businessman? 9 A. I do. 10 Q. Are you a man of your word? 11 A. Yes. 12 Q. But you don't know whether David Hook is? 13 A. I cannot answer that question. 14 Q. Did David Hook have authority to shut ACET 15 Global down? 16 A. I cannot answer that question. 17 Q. Would David Hook ever threaten to shut a 18 company down so a creditor wouldn't get paid? 19 MR. PERRIN: Objection, form. 20 A. I cannot answer that question. 21 Q. (BY MR. FREEMAN) Would he ever threaten to 22 shut a company down so the creditor wouldn't get 23 anything? 24 MS. HARD-WILSON: Objection, form. 25 A. I cannot answer the question. I don't know.</p>	<p>1 and that's the only company I dealt with him on. 2 Q. Okay. As far as with ACET Global, was Tony 3 Ludlow honest to people who dealt with ACET Global? 4 A. I cannot answer the question. 5 Q. Did Tony Ludlow ever say, "We should shut ACET 6 Global down so a creditor wouldn't get anything"? 7 A. No, I do not know. I cannot answer the 8 question. 9 Q. Would Tony Ludlow ever say that that was an 10 option? 11 A. I do not know. 12 MS. HARD-WILSON: Objection, form. 13 A. He didn't say it to me. 14 Q. (BY MR. FREEMAN) What about David Hook? Was 15 he fair in those who dealt with ACET Global? 16 A. I very seldom dealt with David Hook on ACET 17 Global, so I cannot answer the question. 18 Q. Do you believe he dealt fairly with creditors 19 of ACET Global? 20 A. I cannot tell you that. 21 Q. Did he ever threaten to shut ACET Global down 22 so a creditor wouldn't get paid? 23 A. I cannot answer the question. I do not know. 24 Q. Okay. Mr. Szeto, I'm putting on the screen 25 what's marked as Exhibit 30. Can you see this on your</p>
Page 19	Page 21
<p>1 Q. (BY MR. FREEMAN) Would he ever consider 2 simply not paying a creditor? 3 MS. HARD-WILSON: Objection, form. 4 A. I don't know. 5 Q. (BY MR. FREEMAN) What about Tony Ludlow? 6 A. I barely know him, and I do not know. 7 Q. Is he an honest businessman? 8 A. I cannot tell you. 9 Q. Would he shut a company down so a creditor 10 wouldn't get anything? 11 MS. HARD-WILSON: Objection, form. 12 A. I cannot tell you. 13 Q. (BY MR. FREEMAN) Would he consider that to be 14 an option? 15 MS. HARD-WILSON: Objection, form. 16 A. I do not know. 17 Q. (BY MR. FREEMAN) You don't know, sir? Why is 18 it that you don't know? 19 MR. PERRIN: Objection, form. 20 A. Because I only dealt with him with one 21 company, and I cannot answer what he would do with other 22 companies. So I do not know. 23 Q. (BY MR. FREEMAN) What company did you deal 24 with him with? 25 A. I dealt with him when -- in the ACET Global,</p>	<p>1 screen, sir? 2 A. Yes. 3 (Exhibit 30 marked.) 4 Q. (BY MR. FREEMAN) And I'll ask you to look to 5 the middle of the screen, and I'll highlight this for 6 you to see if this helps jog your memory. This is 7 March 15th, 2018, an email from David Hook. And 8 Mr. Hook states -- Mr. Hook states, "Maybe we tell them 9 to stop or we shut the company down and they won't get 10 anything." 11 Do you see that? 12 A. No, I have not seen that memo before. 13 Q. You've never seen that before? 14 A. No. 15 Q. Have you ever heard him say anything like that 16 before? 17 A. No. 18 Q. And if you'll look to the email response just 19 above that, and you'll see an email from Tony Ludlow, 20 and it says, "Yep, definitely an option." 21 Do you see that, sir? 22 A. Yes, I saw that. 23 Q. And -- so looking at this, can you tell me, 24 what is your opinion? Did David Hook -- did he ever 25 threaten to shut a company down so a creditor wouldn't</p>

6 (Pages 18 to 21)



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<p>1 get paid?</p> <p>2 MR. PERRIN: Objection, form.</p> <p>3 A. I will not offer an opinion.</p> <p>4 Q. (BY MR. FREEMAN) Okay, sir.</p> <p>5 Was there a time when the assets of ACET</p> <p>6 Global were foreclosed upon?</p> <p>7 A. Please make that question again. I'm not -- I</p> <p>8 don't understand.</p> <p>9 Q. Did there come a time when the assets of ACET</p> <p>10 Global were foreclosed upon?</p> <p>11 A. I was told that when the loan was default,</p> <p>12 yes, the inventory was foreclosed.</p> <p>13 Q. Okay. Who was Windspeed's lawyer during the</p> <p>14 foreclosure process?</p> <p>15 MR. PERRIN: Objection, form.</p> <p>16 A. It -- I don't have a lawyer at that time.</p> <p>17 That was before Windspeed was formed, so I don't need a</p> <p>18 lawyer.</p> <p>19 Q. (BY MR. FREEMAN) So are you telling me that</p> <p>20 the assets of ACET Global were foreclosed upon prior to</p> <p>21 your formation of Windspeed Trading, LLC?</p> <p>22 A. Yes.</p> <p>23 Q. Are you sure about that?</p> <p>24 A. Yes.</p> <p>25 Q. Why do you believe that?</p>	<p>1 collusive process?</p> <p>2 MR. PERRIN: Objection, form.</p> <p>3 MS. HARD-WILSON: Objection, form.</p> <p>4 Q. (BY MR. FREEMAN) Was the foreclosure a</p> <p>5 collusion?</p> <p>6 MS. HARD-WILSON: Objection, form.</p> <p>7 Q. (BY MR. FREEMAN) Mr. Szeto, you can answer</p> <p>8 the question.</p> <p>9 A. I don't know.</p> <p>10 Q. Was there a conspiracy to have a foreclosure</p> <p>11 on ACET Global's assets?</p> <p>12 MS. HARD-WILSON: Objection, form.</p> <p>13 A. No.</p> <p>14 Q. (BY MR. FREEMAN) Was there an agreement prior</p> <p>15 to the foreclosure to have a foreclosure on ACET's</p> <p>16 assets?</p> <p>17 MS. HARD-WILSON: Objection, form.</p> <p>18 A. No.</p> <p>19 Q. (BY MR. FREEMAN) Did Windspeed work with</p> <p>20 Super G to create a foreclosure?</p> <p>21 A. No.</p> <p>22 MS. HARD-WILSON: Objection, form.</p> <p>23 Q. (BY MR. FREEMAN) Did Baymark work with Super</p> <p>24 G to facilitate a foreclosure?</p> <p>25 MS. HARD-WILSON: Objection, form.</p>
Page 23	Page 25
<p>1 A. Because I was told that the loan was in</p> <p>2 default and the inventory, the asset was in foreclose.</p> <p>3 That is what I was told.</p> <p>4 Q. Who told you that?</p> <p>5 A. I don't remember.</p> <p>6 Q. But you seem pretty sure of it?</p> <p>7 A. Yes.</p> <p>8 Q. Did they tell you that in writing?</p> <p>9 A. No.</p> <p>10 MR. PERRIN: Objection, form.</p> <p>11 Q. (BY MR. FREEMAN) And you don't know who told</p> <p>12 you that?</p> <p>13 A. No.</p> <p>14 MS. HARD-WILSON: Objection, form.</p> <p>15 Q. (BY MR. FREEMAN) Was it Matt Denegre?</p> <p>16 A. I cannot tell you for sure.</p> <p>17 MS. HARD-WILSON: Objection, form.</p> <p>18 Q. (BY MR. FREEMAN) Was it Tony Ludlow?</p> <p>19 A. I cannot tell you for sure.</p> <p>20 MS. HARD-WILSON: Objection, form.</p> <p>21 Q. (BY MR. FREEMAN) Was it David Hook?</p> <p>22 A. No.</p> <p>23 MS. HARD-WILSON: Objection, form.</p> <p>24 A. I cannot tell you for sure.</p> <p>25 Q. (BY MR. FREEMAN) Was the foreclosure a</p>	<p>1 MR. PERRIN: Objection, form.</p> <p>2 A. That, I do not know.</p> <p>3 Q. (BY MR. FREEMAN) Did Baymark -- did the</p> <p>4 Baymark parties, ACET Global, you and Super G work</p> <p>5 together to facilitate a foreclosure?</p> <p>6 MS. HARD-WILSON: Objection, form.</p> <p>7 A. No.</p> <p>8 Q. (BY MR. FREEMAN) Did Baymark get their</p> <p>9 lawyers to work on it?</p> <p>10 MS. HARD-WILSON: Objection, form.</p> <p>11 A. I do not know.</p> <p>12 Q. (BY MR. FREEMAN) Did ACET Global get its</p> <p>13 lawyers to work on it?</p> <p>14 MS. HARD-WILSON: Objection, form.</p> <p>15 A. I do not know. We do not have a lawyer at</p> <p>16 that time.</p> <p>17 Q. (BY MR. FREEMAN) Did you get your lawyers to</p> <p>18 work on it?</p> <p>19 MS. HARD-WILSON: Objection, form.</p> <p>20 A. No, I do not have a lawyer at that time.</p> <p>21 Q. (BY MR. FREEMAN) Did Windspeed get its</p> <p>22 lawyers to work on it?</p> <p>23 MS. HARD-WILSON: Objection, form that.</p> <p>24 A. No, that was before Windspeed was formed. I</p> <p>25 have no lawyer at that time.</p>

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1 Q. (BY MR. FREEMAN) If they had done so, would  
2 that be wrong?  
3 MS. HARD-WILSON: Objection, form.  
4 MR. PERRIN: Objection, form.  
5 A. It's not a judgment I will make.  
6 Q. (BY MR. FREEMAN) Would it be wrong to ask a  
7 lender to send a foreclosure letter to you so you could  
8 transfer assets and get around a creditor's lien?  
9 MS. HARD-WILSON: Objection, form.  
10 A. I have no opinion on that because it didn't  
11 happen.  
12 Q. (BY MR. FREEMAN) No, but I'm asking if  
13 someone were to do that, if someone were to ask a lender  
14 to send a foreclosure letter to you so you could  
15 transfer assets and get around a creditor's lien, would  
16 that be wrong?  
17 MS. HARD-WILSON: Objection, form.  
18 A. I have no opinion on that. I am not a legal  
19 profession, and I do not have any legal interpretation  
20 of that.  
21 Q. (BY MR. FREEMAN) Okay. Would it be wrong to  
22 set up a foreclosure so that assets could be transferred  
23 to avoid a lien?  
24 MS. HARD-WILSON: Objection, form.  
25 A. I have no opinion on that, and -- and that's

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1 not my interpretation, being a nonlawyer. I am an  
2 engineer, and I cannot tell you what is right or wrong.  
3 Q. (BY MR. FREEMAN) Would it be wrong to have a  
4 purchase agreement drafted to purchase the foreclosed  
5 assets prior to the foreclosure occurring?  
6 MS. HARD-WILSON: Objection, form.  
7 A. I have no opinion on that. I cannot form any  
8 kind of opinion because I do not know.  
9 Q. (BY MR. FREEMAN) Would it be wrong to do that  
10 so that a related entity could acquire the assets?  
11 MS. HARD-WILSON: Objection, form.  
12 A. I cannot tell you one way or the other.  
13 Q. (BY MR. FREEMAN) Did Baymark do that here?  
14 MS. HARD-WILSON: Objection, form.  
15 A. I do not know what Baymark do.  
16 Q. (BY MR. FREEMAN) Okay. Mr. Szeto --  
17 A. Yes.  
18 Q. -- I'm putting on the screen what's marked as  
19 Exhibit 45. Do you see this document?  
20 A. Yes.  
21 (Exhibit 45 marked.)  
22 Q. (BY MR. FREEMAN) Can you tell me what this  
23 is?  
24 A. This is an email from Matt to Tony and Steve.  
25 Q. Is it dated December 21st, 2018?

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1 A. Yes.  
2 Q. Mr. Szeto, when did you form Windspeed?  
3 A. I have not seen this email, and -- and that  
4 was the December 21st date that was after Windspeed was  
5 formed and get funded, so I cannot tell you what this  
6 email is all about.  
7 Q. I'm sorry. Could you repeat that?  
8 A. I cannot tell you why or what this email is  
9 all about because that was after Windspeed was formed,  
10 and -- I really cannot tell you what, why and how.  
11 THE REPORTER: Jason, we need to stop for  
12 a second.  
13 MR. FREEMAN: Certainly.  
14 (Break taken from 10:03 a.m. to  
15 10:04 a.m.)  
16 Q. (BY MR. FREEMAN) Back on the record.  
17 Mr. Szeto, Exhibit 45 is on your screen.  
18 Can you tell me what the subject line reads?  
19 A. The subject line reads, "Windspeed November  
20 financial statements."  
21 Q. Okay. Mr. Szeto, is this an email from Matt  
22 Denegre to Steve Bellah and Tony Ludlow on  
23 December 21st, 2018?  
24 A. Yes.  
25 Q. Okay. And does it state, "Steve, our attorney

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1 spoke with your attorney today. Your attorney still has  
2 a few changes in the purchase agreement that he is  
3 working through. Your attorney is also supposed to send  
4 out the notice of foreclosure today, which has a 10-day  
5 waiting period until title of assets can be transferred.  
6 It's anticipated that we are doing a bifurcated closing  
7 so that we can sign the agreement and then close after  
8 the 10-day waiting period."  
9 Am I reading that correct, sir?  
10 A. Yes.  
11 Q. Do you know what this was in reference to?  
12 MS. HARD-WILSON: Objection, form.  
13 A. Which one?  
14 Q. (BY MR. FREEMAN) This email.  
15 A. This email initially was started as the  
16 November financial statement, and I do not know what the  
17 other part of the email was for.  
18 Q. Okay. Were you involved in any of the  
19 conversations they were referencing here?  
20 A. No.  
21 MS. HARD-WILSON: Objection, form.  
22 Q. (BY MR. FREEMAN) At the bottom, you'll see  
23 that it says -- there's an email header that says it's  
24 from Steve Bellah, December 21st, 2018. Do you see that  
25 sir?



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<p>1 A. Yes.</p> <p>2 Q. And it's to Matt Denegre and cc William Szeto;</p> <p>3 is that correct?</p> <p>4 A. Yes.</p> <p>5 Q. And are you William Szeto?</p> <p>6 A. Yes.</p> <p>7 Q. And below that, does it say, "Do we have a</p> <p>8 final document to sign yet?"</p> <p>9 MR. PERRIN: Objection, form.</p> <p>10 A. Yes.</p> <p>11 Q. (BY MR. FREEMAN) Mr. Szeto, do you have an</p> <p>12 opinion about what this was referencing?</p> <p>13 MS. HARD-WILSON: Objection, form.</p> <p>14 A. Well, my thought is that it is referencing to</p> <p>15 the purchase agreement, but I'm not sure.</p> <p>16 Q. (BY MR. FREEMAN) Did you have any discussions</p> <p>17 or see any emails that would lead you to believe that's</p> <p>18 what they were discussing?</p> <p>19 MS. HARD-WILSON: Objection, form.</p> <p>20 A. I cannot tell.</p> <p>21 MR. FREEMAN: Let me ask you a question</p> <p>22 here, Brenda. Would it be beneficial if we took five</p> <p>23 minutes for you to talk with your client, or do you want</p> <p>24 me to just keep going?</p> <p>25 MS. HARD-WILSON: I think we're fine.</p>	<p>1 Q. What about Windspeed Trading?</p> <p>2 A. Windspeed Trading is the last one.</p> <p>3 Q. Okay. Are you still the CEO of Windspeed</p> <p>4 Trading?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. What about -- what about ACET Global,</p> <p>7 LLC?</p> <p>8 A. I have the title of CEO, but I was not an</p> <p>9 employee.</p> <p>10 Q. Can you explain that?</p> <p>11 A. I was hired as a consultant and continued to</p> <p>12 be a consultant.</p> <p>13 Q. Did you hold yourself out as the chief</p> <p>14 executive officer of ACET Global?</p> <p>15 A. Please ask the question again.</p> <p>16 Q. Did you hold yourself out to others as the</p> <p>17 chief executive officer of ACET Global, LLC?</p> <p>18 A. No.</p> <p>19 Q. Did you represent to others that you were the</p> <p>20 chief executive officer of ACET Global, LLC?</p> <p>21 A. Yes.</p> <p>22 Q. Who did you represent to that you were the CEO</p> <p>23 of ACET Global?</p> <p>24 A. There were others -- mainly sales person that</p> <p>25 came to ACET Global after Mr. Demti left. And I was</p>
Page 31	Page 33
<p>1 MR. FREEMAN: Okay. I would like to get</p> <p>2 some truthful answers here.</p> <p>3 MS. HARD-WILSON: I think you're asking</p> <p>4 him to speculate on emails that he wasn't the recipient</p> <p>5 of, the sender of, and wasn't even copied on.</p> <p>6 Q. (BY MR. FREEMAN) Mr. Szeto, you understand</p> <p>7 you're under oath, correct?</p> <p>8 A. Yes.</p> <p>9 Q. Do you believe your testimony thus far has all</p> <p>10 been truthful?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Mr. Szeto, what companies have you</p> <p>13 served as CEO of?</p> <p>14 A. There are quite a few.</p> <p>15 Q. Can you name them for me?</p> <p>16 A. Yeah. Ceterus Networks, and many others.</p> <p>17 Q. Excuse me? Can you -- can you say what that</p> <p>18 was again?</p> <p>19 A. Ceterus Networks. And I have several start-up</p> <p>20 that I was CEO of, and I think it's in the qualification</p> <p>21 that I submitted.</p> <p>22 Q. Okay. And can you name the other companies</p> <p>23 you have served as CEO of?</p> <p>24 A. Not right offhand right now. They were a few</p> <p>25 years ago.</p>	<p>1 told that I am -- I was the president and CEO, so I let</p> <p>2 them know.</p> <p>3 Q. Okay. What about to people out of ACET</p> <p>4 Global?</p> <p>5 A. I have not dealt with anybody outside of ACET</p> <p>6 Global.</p> <p>7 Q. There were no third parties who didn't work</p> <p>8 for ACET Global that you -- that you represented to that</p> <p>9 you were the CEO of ACET Global?</p> <p>10 A. Not that I can remember.</p> <p>11 Q. Were you the CEO of Baymark ACET Holdco?</p> <p>12 A. No.</p> <p>13 Q. Not the CEO of Baymark ACET Holdco, LLC?</p> <p>14 A. No.</p> <p>15 Q. Did you ever hold yourself out to be the CEO</p> <p>16 of Baymark ACET Holdco, LLC?</p> <p>17 A. No.</p> <p>18 Q. Not to any third party?</p> <p>19 A. Not that I know of.</p> <p>20 Q. Okay. Mr. Szeto, I'm putting on the screen</p> <p>21 what's marked as Exhibit 23. Can you see this?</p> <p>22 A. Yes.</p> <p>23 (Exhibit 23 marked.)</p> <p>24 Q. (BY MR. FREEMAN) Do you recognize this</p> <p>25 document?</p>

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1 A. Yes.  
2 Q. What it is?  
3 A. It is a document that we asked for Dangerous  
4 Goods Authorization so we can ship batteries from China.  
5 Q. Okay. Who is the account holder reflected  
6 here?  
7 A. The account holder is Baymark ACET Holdco.  
8 Q. Okay. So Baymark ACET Holdco shipping goods?  
9 A. Yes.  
10 Q. Okay. And did you fill this document out?  
11 A. Yes.  
12 Q. Okay. Did you fill documents out like this  
13 often?  
14 A. No. That was the only one.  
15 Q. Okay. And what was your position with Baymark  
16 ACET Holdco?  
17 A. I have no position.  
18 Q. Okay. Mr. Szeto, I want to look down at the  
19 bottom of this document. Is that your name reflected  
20 under the printed name William Szeto?  
21 A. Yes.  
22 Q. And is this document dated June 6th, 2018?  
23 A. Yes.  
24 Q. Mr. Szeto, do you reflect your position to be  
25 president and CEO of Baymark ACET Holdco?

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1 A. Not with Baymark ACET Holdco.  
2 Q. Does this document above your name state  
3 president and CEO?  
4 A. Yes.  
5 MR. PERRIN: Objection, form.  
6 Q. (BY MR. FREEMAN) Does this document state  
7 president above your name?  
8 A. Yes.  
9 Q. Does this document state CEO above your name?  
10 A. Yes.  
11 Q. Is that your signature beside the statement  
12 authorized signatory?  
13 A. Yes.  
14 Q. Did you sign this document, sir?  
15 A. Yes.  
16 Q. Did you sign this document representing that  
17 you were the president and CEO of Baymark ACET Holdco?  
18 MR. PERRIN: Objection, form.  
19 A. No.  
20 Q. (BY MR. FREEMAN) Can you explain that, sir?  
21 MR. PERRIN: Objection, form.  
22 A. The document was signed because we got  
23 suspended by all the shipping companies, and this is the  
24 only way that I can get a -- an agreement to ship  
25 anything for -- for ACET Global. And the only way I

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1 could get an agreement was to get Baymark ACET Holdco as  
2 a company to get an agreement from DHL eCommerce for the  
3 account to ship. Without that, we would have been  
4 closed. So there was a requirement from DHL.  
5 Q. (BY MR. FREEMAN) So you needed to get  
6 something done?  
7 A. Yes.  
8 Q. And it didn't matter if it was truthful or  
9 not; you needed to act to get something done?  
10 MS. HARD-WILSON: Objection, form.  
11 MR. PERRIN: Objection, form.  
12 A. Well --  
13 Q. (BY MR. FREEMAN) You needed to get something  
14 done; that's why you signed this?  
15 MR. PERRIN: Objection, form.  
16 MS. HARD-WILSON: Objection, form.  
17 A. Well, yes. I was authorized -- it says  
18 authorized signature, and I was authorized to do that.  
19 Q. (BY MR. FREEMAN) Who authorized you?  
20 A. I don't remember.  
21 MR. FREEMAN: Can we take a break,  
22 Mr. Szeto? Someone is on the line who is -- needs to  
23 mute themselves. I'll ask whoever it is to mute  
24 themselves, please.  
25 MR. PERRIN: Can we also figure out who

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1 it is? It's (972) 991-5457.  
2 MR. DENEGRE: That's me, Ed. I've been  
3 on mute.  
4 MR. PERRIN: Okay. But you're also on  
5 there as Matt Denegre. So I'm trying to figure out --  
6 MR. DENEGRE: My computer audio is not  
7 working.  
8 MR. FREEMAN: Sorry about that. Didn't  
9 mean to be rude. Just try to get the record clean.  
10 Q. (BY MR. FREEMAN) Mr. Szeto, you said you  
11 needed to get something done, so you signed this?  
12 A. Yes.  
13 Q. And you were -- you said you were authorized  
14 to sign this?  
15 A. Yes.  
16 Q. Who authorized you?  
17 A. I don't know. I dealt with Matt, and I asked  
18 for permission to use the Baymark ACET Holdco, LLC's  
19 name to apply for an account. And I was authorized to  
20 sign it.  
21 Q. By Matt Denegre?  
22 A. As far as I can remember, yes.  
23 Q. Did Matt control things at Baymark ACET  
24 Holdco?  
25 MR. PERRIN: Objection, form.

<p style="text-align: right;">Page 38</p> <p>1 A. I don't understand what you mean "control 2 things." 3 Q. (BY MR. FREEMAN) Was Matt -- did he have 4 authority over Baymark ACET Holdco? 5 MR. PERRIN: Objection, form. 6 A. I do not know that. I asked him for 7 permission, and he gave me permission after he check. 8 And that's all I know. 9 Q. (BY MR. FREEMAN) Did you answer to Matt 10 Denegre? 11 A. No. 12 Q. Was he your boss? 13 A. No. 14 Q. Did he control what you did? 15 A. No. 16 Q. Did he control Windspeed? 17 A. He have no relationship to Windspeed. No. 18 Q. So he was never involved in anything related 19 to Windspeed? 20 A. No. 21 Q. Mr. Szeto, did you sign -- did you sign a 22 Dangerous Goods Authority letter more than once? 23 A. No. 24 Q. Mr. Szeto, I'll pull on the screen what's 25 marked as Exhibit 24. Mr. Szeto, do you recognize this</p>	<p style="text-align: right;">Page 40</p> <p>1 LLC; is that correct? 2 A. Yes. 3 Q. And who is the contact name that is listed 4 here? 5 A. The contact -- I don't see a contact name. 6 Well, contact name is mine, William Szeto. 7 Q. Is that your phone number reflected below it? 8 A. Yes. 9 Q. Okay. Mr. Szeto, look at Page 2. If you look 10 below, is that your signature reflected at the bottom of 11 this document? 12 A. Yes. 13 Q. Is that your name beside the phrase "printed 14 name"? 15 A. Yes. 16 Q. And above your name, does it state, "Position, 17 President/CEO"? 18 A. Yes. 19 Q. And Mr. Szeto, was this document dated 20 July 5th, 2018? 21 A. Yes. 22 Q. Okay. Mr. Szeto, were you representing that 23 you were the president and CEO of ACET Global, LLC? 24 MR. PERRIN: Objection, form. 25 A. Yes.</p>
<p style="text-align: right;">Page 39</p> <p>1 document? 2 (Exhibit 24 marked.) 3 A. Well, it's the same document as you show me 4 earlier. It's concerning lithium battery. Now, there 5 may be one or two that were repeated because all you 6 need is one such authorization letter to ship lithium 7 batteries from China. 8 Q. (BY MR. FREEMAN) Okay. So if you had one for 9 one company, you didn't need to get it for one of the 10 others? 11 A. No. 12 Q. Why is that? Were all the companies working 13 together? 14 A. That, I don't know. But as far as -- this is 15 a DHL document that I was signed to ask for permission 16 to ship batteries, and I only need to sign one. 17 Q. Okay. Can you tell me what the account holder 18 name is that's reflected on this document? 19 A. The account holder name is ACET Global, LLC. 20 Q. Okay. Could you continue reading the account 21 holder name? 22 A. Doing business as Baymark ACET Holdco, LLC. 23 Okay. 24 Q. Okay. So the account holder name reflected on 25 here is ACET Global, LLC, d/b/a Baymark ACET Holdco,</p>	<p style="text-align: right;">Page 41</p> <p>1 Q. (BY MR. FREEMAN) So by executing this 2 document, you were representing that you were the 3 president of ACET Global, LLC? 4 A. Yes. 5 Q. And by signing this document, you were 6 representing that you were the CEO of ACET Global, LLC? 7 MR. PERRIN: Objection, form. 8 A. Yes. 9 Q. (BY MR. FREEMAN) And you were also 10 representing that ACET Global, LLC did business as the 11 name Baymark ACET Holdco, LLC? 12 MR. PERRIN: Objection, form. 13 A. Yes. 14 Q. (BY MR. FREEMAN) Was there any relationship 15 between ACET Global, LLC and Baymark ACET Holdco, LLC? 16 A. No. 17 Q. Why do you list ACET Global, LLC as doing 18 business as Baymark ACET Holdco, LLC? 19 A. I was told that I was authorized to sign this 20 request, and that was what I was told to write down. 21 Q. Who authorized you? 22 A. Matt. 23 Q. Matt Denegre? 24 A. Yes. 25 Q. Did Matt Denegre hold himself out as having</p>

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<p>1 authority to act on behalf of Baymark ACET Holdco?</p> <p>2 A. I cannot answer that question.</p> <p>3 Q. Why can you not answer that?</p> <p>4 A. Because I don't know.</p> <p>5 Q. Why do you not know?</p> <p>6 MS. HARD-WILSON: Objection, form.</p> <p>7 A. Because I don't know.</p> <p>8 Q. (BY MR. FREEMAN) Did he ever say that he had</p> <p>9 authority to act on behalf of Baymark ACET Holdco?</p> <p>10 A. I asked him for permission to use that name,</p> <p>11 and he gave me permission, and that's all I know.</p> <p>12 Q. Would you only say you had permission if you</p> <p>13 thought you actually had authority?</p> <p>14 A. I did not thought I have authority. I asked</p> <p>15 for permission to use that name, to ask for that permit.</p> <p>16 And he said, "Okay," and that's all I have.</p> <p>17 Q. Why did you ask Matt Denegre for authority?</p> <p>18 MR. PERRIN: Objection, form.</p> <p>19 A. Because he was my contact.</p> <p>20 Q. (BY MR. FREEMAN) What led you to believe that</p> <p>21 he could give you that authority?</p> <p>22 A. I don't know. Because he was my contact.</p> <p>23 Q. Okay. What other contacts did you have?</p> <p>24 A. That's it. As far as Baymark is concerned,</p> <p>25 Matt is my only contact.</p>	<p>1 shipping company, that is the only company that will</p> <p>2 allow us to ship.</p> <p>3 Q. Okay. And is this a customer service</p> <p>4 agreement?</p> <p>5 A. This is an agreement to open an account with</p> <p>6 DHL eCommerce, yes.</p> <p>7 Q. Mr. Szeto, is this your -- is this your</p> <p>8 signature under -- on the line that says, "Signature of</p> <p>9 authorized representative"?</p> <p>10 A. Yes.</p> <p>11 Q. And is that your name printed?</p> <p>12 A. Yes.</p> <p>13 Q. And what title is reflected beside your name?</p> <p>14 A. CEO.</p> <p>15 Q. Okay. And what is the date that you signed</p> <p>16 this?</p> <p>17 A. March 29.</p> <p>18 Q. March 29th of 2018?</p> <p>19 A. 2018.</p> <p>20 Q. Okay. So, Mr. Szeto, did you hold yourself</p> <p>21 out to be the CEO of ACET Global on March 29th, 2018?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Mr. Szeto, I'll go down to the third</p> <p>24 page of this document. Do you recognize this?</p> <p>25 A. Yes.</p>
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<p>1 Q. Okay. Mr. Szeto, did you hold yourself out as</p> <p>2 the CEO of ACET Global to any other third party?</p> <p>3 A. Not that I can remember.</p> <p>4 MR. PERRIN: Objection, form.</p> <p>5 Q. (BY MR. FREEMAN) No?</p> <p>6 A. No.</p> <p>7 Q. Mr. Szeto, I'm putting on the screen what's</p> <p>8 marked as Exhibit 25. Can you see this sir?</p> <p>9 A. Yes.</p> <p>10 (Exhibit 25 marked.)</p> <p>11 Q. (BY MR. FREEMAN) And what is this document?</p> <p>12 A. This is a document to ask to create a new</p> <p>13 account for DHL eCommerce.</p> <p>14 Q. Okay. What is the customer name that's</p> <p>15 reflected here?</p> <p>16 A. Customer name is ACET Global, LLC.</p> <p>17 Q. Okay. And are you familiar with this</p> <p>18 document, sir?</p> <p>19 A. Yes, I am.</p> <p>20 Q. Okay. And is this a true and accurate copy of</p> <p>21 the documents that's reflected?</p> <p>22 A. As far as I know, yes.</p> <p>23 Q. Okay. And so this is a form that you prepared</p> <p>24 and submitted to DHL; is that correct?</p> <p>25 A. Yes. After we get suspended by all the other</p>	<p>1 Q. And does this say it's a Customer Services</p> <p>2 Agreement?</p> <p>3 A. That's what it says.</p> <p>4 Q. Okay. Does it say it's effective April 26th,</p> <p>5 2018?</p> <p>6 A. I cannot read it. It's --</p> <p>7 Q. Hard to read?</p> <p>8 A. It's hard to read.</p> <p>9 Q. Mr. Szeto, on the fourth page, is that your</p> <p>10 signature?</p> <p>11 A. Yes.</p> <p>12 Q. And is that -- what is the company that's</p> <p>13 referenced here? Does that state "ACET VP, LLC"?</p> <p>14 A. Yeah, that's what it says.</p> <p>15 Q. Okay. What is ACET VP, LLC?</p> <p>16 A. As far as I know, it is ACET Venture Partner,</p> <p>17 LLC.</p> <p>18 Q. Were you the CEO of ACET --</p> <p>19 A. No.</p> <p>20 Q. -- Venture Partners, LLC?</p> <p>21 A. No.</p> <p>22 Q. Did you have authority to sign as CEO of Acet</p> <p>23 Venture Partners, LLC?</p> <p>24 A. No.</p> <p>25 Q. Why did you sign as -- well, step back.</p>

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1 Did you indeed sign as CEO of Acet Venture  
2 Partners, LLC?  
3 A. It did not say CEO of Acet Venture Partners,  
4 LLC.  
5 Q. Okay. Below your name, sir, does it not state  
6 "CEO"?  
7 A. Yes, but it did not say which company.  
8 Q. Mr. Szeto, were you signing your name below  
9 the company name of ACET Venture Partners, LLC and  
10 providing a title that you knowingly meant to be for  
11 another company?  
12 MS. HARD-WILSON: Objection, form.  
13 A. I do not remember.  
14 Q. (BY MR. FREEMAN) Okay. Mr. Szeto, this  
15 signature block on this document, it does indeed state  
16 "Acet Venture Partners, LLC," correct?  
17 A. Yes.  
18 Q. Okay. And it is signed on March 29th, 2018?  
19 A. Yes.  
20 Q. And it is signed below that by you; is that  
21 correct?  
22 A. Yes.  
23 Q. And your name is printed below that signature?  
24 A. Yes.  
25 Q. And your title that is reflected below that is

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1 CEO; is that correct?  
2 A. Yes, but it was not in my handwriting.  
3 Q. Okay. Who wrote this?  
4 A. I don't know.  
5 Q. Who gave you authority to sign in this manner?  
6 A. Well, I can sign my own name. I don't need  
7 authority to sign my own name.  
8 Q. Did anyone give you authority to put a  
9 signature that appeared to be the act of Acet Venture  
10 Partners, LLC?  
11 A. No.  
12 MS. HARD-WILSON: Objection, form.  
13 MR. PERRIN: Objection, form.  
14 Q. (BY MR. FREEMAN) Did you intend this to be  
15 interpreted as though you were the CEO of ACET Venture  
16 Partners, LLC?  
17 A. No.  
18 Q. Did you intend this to bind ACET Venture  
19 Partners, LLC?  
20 A. No.  
21 Q. Why did you sign this?  
22 A. Well, I signed it for ACET Global, LLC, and  
23 somebody add a title to it. I have to think that this  
24 agreement was made out at one time for ACET VP, LLC, and  
25 it was a typo, that they should've changed it when they

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1 made it to ACET Global, LLC, but it didn't get changed.  
2 And somebody put down the date and the title on it after  
3 I signed it, so I cannot tell you why or what.  
4 Q. Okay. And you say that's not your  
5 handwriting? What leads you to believe that's not your  
6 handwriting?  
7 A. Well, I know my handwriting. You can tell  
8 from the -- my name that it -- I did not write it that  
9 way, and I -- my handwriting, you can tell that the  
10 handwriting was written with another size of pen. So  
11 it's not my handwriting.  
12 Q. Okay. But it is your signature; is that  
13 correct?  
14 A. It is my signature, and it's my name printed,  
15 but it's not my title.  
16 Q. Okay. Mr. Szeto, did you ever work at  
17 Windspeed while you worked at ACET Global?  
18 A. No.  
19 Q. Did you ever hold yourself out as the CEO of  
20 Windspeed from your ACET Global email address?  
21 A. No.  
22 Q. Are you certain of that, sir?  
23 A. Yes.  
24 Q. Did you not, in fact, do that multiple times?  
25 A. No.

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1 Q. Okay. Mr. Szeto, I'm putting on the screen  
2 what's marked as Exhibit 36. Do you see that, sir? You  
3 probably don't yet.  
4 A. No.  
5 Q. Do you see that, sir?  
6 A. Yes.  
7 (Exhibit 36 marked.)  
8 Q. (BY MR. FREEMAN) Is that Exhibit 36?  
9 A. Yes.  
10 Q. And do you recognize this document?  
11 A. Yes.  
12 Q. And is this an email from you to Steve Bellah,  
13 Matt Denegre and Tony Ludlow?  
14 A. Yes.  
15 Q. And was it sent by you on October 10th, 2018?  
16 A. Yes.  
17 Q. And Mr. Szeto, is this a true and correct copy  
18 of that email?  
19 A. As far as I know, yes.  
20 Q. Okay. Mr. Szeto, what is your -- what is your  
21 title and position in your signature block?  
22 A. That say, "Windspeed Trading, LLC."  
23 Q. Okay. And what email did you send this --  
24 what email address did you send this from?  
25 A. It send -- an ACET Global email.

<p style="text-align: right;">Page 50</p> <p>1 Q. Okay. bill@acetglobal.com?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. So, sir, I'll ask you again, did you</p> <p>4 ever hold yourself as CEO of Windspeed from your ACET</p> <p>5 Global email address?</p> <p>6 A. I don't remember.</p> <p>7 Q. Mr. Szeto, what does the oath that you swore</p> <p>8 mean?</p> <p>9 MR. PERRIN: Objection, form.</p> <p>10 A. What do you mean?</p> <p>11 Q. (BY MR. FREEMAN) What does it mean to you?</p> <p>12 A. I don't understand what you're trying to tell</p> <p>13 me.</p> <p>14 Q. Did you take an oath to tell the truth today?</p> <p>15 A. Yes, I did. And I am --</p> <p>16 Q. Did you --</p> <p>17 A. -- telling the truth.</p> <p>18 Q. -- to tell the truth?</p> <p>19 A. I don't remember, and that's the truth.</p> <p>20 Q. Mr. Szeto, I'm going to go back over this</p> <p>21 email again with you. Do you see what's still marked as</p> <p>22 Exhibit 36 on the screen?</p> <p>23 A. Yes.</p> <p>24 Q. Mr. Szeto, is this an email from you to Steve</p> <p>25 Bellah, Matt Denegre and Tony Ludlow?</p>	<p style="text-align: right;">Page 52</p> <p>1 Q. (BY MR. FREEMAN) Did you ever send anyone an</p> <p>2 email stating that you were the president and CEO of</p> <p>3 Windspeed Trading, LLC from your ACET Global email</p> <p>4 address?</p> <p>5 A. Not that I can remember.</p> <p>6 Q. Mr. Szeto, was anyone concerned about D&amp;O</p> <p>7 insurance when they were engaging in this foreclosure</p> <p>8 transaction?</p> <p>9 MS. HARD-WILSON: Objection, form.</p> <p>10 A. Not that I know.</p> <p>11 Q. (BY MR. FREEMAN) Did anyone think this was --</p> <p>12 that the foreclosure was, maybe, wrong?</p> <p>13 MS. HARD-WILSON: Objection, form.</p> <p>14 A. I cannot tell you.</p> <p>15 Q. (BY MR. FREEMAN) Actually, did anyone think</p> <p>16 that it was a criminal act?</p> <p>17 MS. HARD-WILSON: Objection, form.</p> <p>18 MR. PERRIN: Objection, form.</p> <p>19 A. I cannot tell you what is a criminal act. I'm</p> <p>20 not a judgment of that.</p> <p>21 Q. (BY MR. FREEMAN) Was anyone concerned about</p> <p>22 going to prison?</p> <p>23 MS. HARD-WILSON: Objection, form.</p> <p>24 A. Do what?</p> <p>25 Q. (BY MR. FREEMAN) For the foreclosure process.</p>
<p style="text-align: right;">Page 51</p> <p>1 A. Yes.</p> <p>2 Q. And is it dated October 10th, 2018?</p> <p>3 A. Yes.</p> <p>4 Q. Mr. Szeto, is this a copy of an email that you</p> <p>5 sent?</p> <p>6 A. As far as I can tell, yes.</p> <p>7 Q. Okay. And does your signature block state</p> <p>8 that you are the president and CEO of Windspeed Trading,</p> <p>9 LLC?</p> <p>10 A. Yes.</p> <p>11 Q. And, Mr. Szeto, did you send this email from</p> <p>12 the email address bill@acetglobal.com?</p> <p>13 A. Yes, it looks that way.</p> <p>14 Q. Is bill@acetglobal.com your -- was that your</p> <p>15 ACET Global email address?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. So, Mr. Szeto, did you ever hold</p> <p>18 yourself as CEO of Windspeed from your ACET Global email</p> <p>19 address?</p> <p>20 A. Not at that time.</p> <p>21 Q. Okay. Did you ever represent that you were</p> <p>22 the CEO of Windspeed from your ACET Global email</p> <p>23 address?</p> <p>24 A. Not that I can remember.</p> <p>25 MS. HARD-WILSON: Objection, form.</p>	<p style="text-align: right;">Page 53</p> <p>1 A. Why would I worry about going to prison? I</p> <p>2 did not do anything with it.</p> <p>3 Q. Was anyone worried about being sued for</p> <p>4 engaging in the -- in the foreclosure sale?</p> <p>5 MS. HARD-WILSON: Objection, form.</p> <p>6 A. I do not know anything about it.</p> <p>7 Q. (BY MR. FREEMAN) Did anyone ever ask you</p> <p>8 whether there was any kind of insurance to cover a suit</p> <p>9 like that?</p> <p>10 A. Not that I know of.</p> <p>11 Q. Okay. Is that something you think you'd</p> <p>12 remember?</p> <p>13 A. No.</p> <p>14 Q. Why not?</p> <p>15 A. Because it's not something I thought about.</p> <p>16 MR. PERRIN: Objection, form.</p> <p>17 Q. (BY MR. FREEMAN) Okay. Let me see here,</p> <p>18 Mr. Szeto. Putting on the screen what's marked as</p> <p>19 Exhibit 47.</p> <p>20 (Exhibit 47 marked.)</p> <p>21 Q. (BY MR. FREEMAN) Do you see that, sir?</p> <p>22 A. Yes.</p> <p>23 Q. And does this -- at the very top, does this</p> <p>24 appear to be an email from Matt Denegre to Steve Bellah,</p> <p>25 Tony Ludlow and yourself?</p>



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<p>1 A. Yes.</p> <p>2 Q. And is it dated January 20th, 2019?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And does the subject line read, "Merged</p> <p>5 weekly report, Windspeed"?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. Does Mr. Denegre state here, "I'll</p> <p>8 check with Bill, but I don't believe Windspeed has D&amp;O</p> <p>9 insurance"?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Mr. Szeto, is this a true and correct</p> <p>12 copy of the email you received?</p> <p>13 A. As far as I can see, yes.</p> <p>14 Q. Okay. And below that statement by</p> <p>15 Mr. Denegre, there's an email from Steve Bellah. Do you</p> <p>16 see that, sir?</p> <p>17 A. Yes.</p> <p>18 Q. And it states, "I cannot find a copy of the</p> <p>19 D&amp;O policy for the board of Windspeed. Could you please</p> <p>20 send a copy?" Do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. And below that, do you see an email from Matt</p> <p>23 Denegre stating, "She is drafting the amendment and</p> <p>24 restatement"?</p> <p>25 A. Yes.</p>	<p>1 Q. Have you ever expressed that you might have</p> <p>2 been the fall guy?</p> <p>3 A. No.</p> <p>4 Q. Have you ever expressed that you might have</p> <p>5 been set up --</p> <p>6 A. No.</p> <p>7 Q. -- by Baymark parties?</p> <p>8 A. No.</p> <p>9 Q. I want to talk real quick about the transition</p> <p>10 from ACET Global to Windspeed, sir.</p> <p>11 A. Okay.</p> <p>12 Q. When you -- when you transitioned over, did</p> <p>13 Windspeed start using the ACET desks?</p> <p>14 A. The ACET desk?</p> <p>15 Q. Yes, sir.</p> <p>16 A. The desk was moved from the storage unit to</p> <p>17 the new building. The answer is yes, we did use the</p> <p>18 ACET desk.</p> <p>19 Q. Okay. Did you use the ACET cabinets?</p> <p>20 A. Well, that's only one cabinet, yes.</p> <p>21 Q. And you used it?</p> <p>22 A. Yes.</p> <p>23 Q. Did you use the ACET computers?</p> <p>24 A. A few of them. And I bought new ones.</p> <p>25 Q. Okay. Did you use the ACET fulfillment</p>
Page 55	Page 57
<p>1 Q. Mr. Szeto, do you know what Matt Denegre is</p> <p>2 referring to?</p> <p>3 A. No.</p> <p>4 Q. Below that, there's an email from Steve Bellah</p> <p>5 that states, "We are waiting for your counsel to turn a</p> <p>6 document. Could you please check on the status?"</p> <p>7 Mr. Szeto, do you know what that is</p> <p>8 referencing?</p> <p>9 A. No.</p> <p>10 Q. Okay. Mr. Szeto, do you think you may have</p> <p>11 been the fall guy here?</p> <p>12 MR. PERRIN: Objection, form.</p> <p>13 MS. HARD-WILSON: Objection, form.</p> <p>14 A. I do not know.</p> <p>15 Q. (BY MR. FREEMAN) Do you feel like you might</p> <p>16 have been set up?</p> <p>17 MS. HARD-WILSON: Objection, form.</p> <p>18 MR. PERRIN: Objection, form.</p> <p>19 A. I cannot answer that question.</p> <p>20 Q. (BY MR. FREEMAN) Why can't you answer that</p> <p>21 question?</p> <p>22 A. Well, unless you set me up. I do not know the</p> <p>23 answer.</p> <p>24 Q. Unless I set you up?</p> <p>25 A. Yes.</p>	<p>1 desktop computer?</p> <p>2 A. Yes.</p> <p>3 Q. Did you use the ACET monitors?</p> <p>4 A. Yes, some of them.</p> <p>5 Q. Okay. Did you use the ACET laser printer?</p> <p>6 A. No. It broke before we moved.</p> <p>7 Q. Okay. Did you use the ACET warehouse desk?</p> <p>8 A. Yes.</p> <p>9 Q. Did you use the ACET customer service desk?</p> <p>10 A. Yes.</p> <p>11 Q. Did you use the ACET accounting desk?</p> <p>12 A. Yes.</p> <p>13 Q. Did you use some accounting -- the ACET</p> <p>14 accounting cabinets?</p> <p>15 A. There were two of them, yes.</p> <p>16 Q. Did you use the ACET CEO desk?</p> <p>17 A. Yes.</p> <p>18 Q. Did you use the ACET CEO chair?</p> <p>19 A. Yes.</p> <p>20 Q. Is that a comfortable chair?</p> <p>21 A. No. I bought a new one after that.</p> <p>22 Q. Did you use the ACET conference table?</p> <p>23 A. Yes.</p> <p>24 Q. Did you use the ACET receptionist desk?</p> <p>25 A. No. It's sitting out in the lobby. We did</p>

15 (Pages 54 to 57)

<p style="text-align: right;">Page 58</p> <p>1 not use it.</p> <p>2 Q. Okay. Did you move it over, though?</p> <p>3 A. Well, we moved it over, yes.</p> <p>4 Q. Okay. Just don't use it much?</p> <p>5 A. No, we don't have a reception.</p> <p>6 Q. Okay. But it's still there, correct?</p> <p>7 A. It's still there, yes.</p> <p>8 Q. Okay. Also, did you move over a couple of</p> <p>9 ACET chairs for the foyer?</p> <p>10 A. Yes.</p> <p>11 Q. Did you move over --</p> <p>12 A. It's still sitting in the lobby.</p> <p>13 Q. Okay. Did you move over the ACET</p> <p>14 refrigerator?</p> <p>15 A. Yes.</p> <p>16 Q. Did you move over the ACET microwave?</p> <p>17 A. Yes.</p> <p>18 Q. Did you move over the ACET water cooler?</p> <p>19 A. Yes.</p> <p>20 Q. Did you move over the ACET folding machine?</p> <p>21 A. Yes.</p> <p>22 Q. Did you move over the ACET software?</p> <p>23 A. No. The software was under different name,</p> <p>24 and I pay for it afterwards.</p> <p>25 Q. I'm sorry. Could you explain that?</p>	<p style="text-align: right;">Page 60</p> <p>1 right?</p> <p>2 A. Well, we did not bring over ACET's client</p> <p>3 list. We created a new one for ourself.</p> <p>4 Q. Did it include all of the prior ACET clients?</p> <p>5 A. As far as I can -- we can remember because the</p> <p>6 client has to be designated to Windspeed Trading with</p> <p>7 different requirements so they can pay -- when they pay</p> <p>8 us, they will pay to Windspeed Trading, not ACET Global.</p> <p>9 So all of those are new.</p> <p>10 Q. Okay. But did you -- when you made the new</p> <p>11 client list for Windspeed, did you all also put in it</p> <p>12 all of the ACET Global clients?</p> <p>13 A. As far as I can remember, yes, we include all</p> <p>14 the ACET clients, but I cannot tell you for sure.</p> <p>15 Q. Okay. Did -- when you moved over to</p> <p>16 Windspeed, did Windspeed start using ACET's same</p> <p>17 supplier list?</p> <p>18 A. No.</p> <p>19 Q. Did you --</p> <p>20 A. We have --</p> <p>21 Q. -- create a new list?</p> <p>22 A. We have different supplier than ACET Global.</p> <p>23 We bought a lot of things from suppliers in the U.S.,</p> <p>24 not just from China.</p> <p>25 Q. Okay. But back in 2018, when you formed</p>
<p style="text-align: right;">Page 59</p> <p>1 A. There was only one software we used that --</p> <p>2 that we take order, and I have to use Windspeed</p> <p>3 Trading's name in order for us to receive order. So</p> <p>4 that's the only software.</p> <p>5 Q. Okay.</p> <p>6 A. Now, in the other software, there could be,</p> <p>7 like, Word or Excel or whatever. I pay for those</p> <p>8 licenses afterwards.</p> <p>9 Q. Okay. So did you -- did you, like, shift</p> <p>10 those -- the software over to the new company and --</p> <p>11 A. No.</p> <p>12 Q. -- put it in the new company's name?</p> <p>13 A. I pay for -- I paid for new license for those</p> <p>14 softwares.</p> <p>15 Q. Okay. Did you --</p> <p>16 A. Under different name.</p> <p>17 Q. Okay. So you're saying we use -- you used or</p> <p>18 brought over the ACET microwave, correct?</p> <p>19 A. Yes.</p> <p>20 Q. And you brought over the ACET water cooler?</p> <p>21 A. Yes.</p> <p>22 Q. And you used -- Windspeed used the folding</p> <p>23 machine -- ACET's folding machine, correct?</p> <p>24 A. Yes.</p> <p>25 Q. Windspeed brought over ACET's client list,</p>	<p style="text-align: right;">Page 61</p> <p>1 Windspeed and transferred over to Windspeed, did -- did</p> <p>2 Windspeed use ACET's supplier list?</p> <p>3 A. No.</p> <p>4 Q. Did it use its -- did Windspeed use ACET's</p> <p>5 pricing and cost information?</p> <p>6 A. No.</p> <p>7 Q. But Windspeed used ACET's CEO desk, correct?</p> <p>8 A. Yes.</p> <p>9 Q. And it used CE -- it used ACET's CEO chair,</p> <p>10 correct?</p> <p>11 A. For a little while, yes.</p> <p>12 Q. And it used ACET's conference table, correct?</p> <p>13 A. Yes.</p> <p>14 Q. Did it use ACET's sales data?</p> <p>15 A. Yes.</p> <p>16 Q. Did it use ACET's marketing data?</p> <p>17 A. No.</p> <p>18 Q. Did it use ACET's pricing and cost</p> <p>19 information?</p> <p>20 A. No.</p> <p>21 Q. But it used ACET's -- it used ACET's desks,</p> <p>22 correct?</p> <p>23 A. We used ACET's desk, yes.</p> <p>24 Q. And it used ACET's computers, correct?</p> <p>25 MR. PERRIN: Objection, form.</p>

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1 A. Some of them. Most of them were broken.  
2 Q. (BY MR. FREEMAN) And it used ACET's warehouse  
3 desk, right?  
4 A. Yes.  
5 Q. Did it use ACET's trademarks?  
6 A. No.  
7 Q. Did it use ACET's logos?  
8 A. No.  
9 Q. Did it use the URL koolulu, K-O-O?  
10 A. No.  
11 Q. -- L-U-L-U.com?  
12 A. No.  
13 Q. Did it use the URL luluway, L-U-L-U-W-A-Y  
14 .com?  
15 A. No.  
16 Q. Did it transfer over ACET Global's QuickBooks?  
17 A. No.  
18 Q. So it never got its QuickBooks mixed up with  
19 old ACET financial data?  
20 A. We have the old ACET Global QuickBook for the  
21 financial data, yes, we did. But we bought a new copy  
22 of ACET -- of QuickBook for ourself. So, at one point  
23 in time, we were keeping two sets of books. That means  
24 we have to have two sets of QuickBooks.  
25 Q. Okay. So you kept two sets of books?

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1 A. Yes.  
2 Q. Do you rely on one of those sets of books?  
3 A. Well, I rely on both sets of books.  
4 Q. Okay. Those two sets of books were different?  
5 A. Yes.  
6 Q. And you said --  
7 A. One is for Windspeed Trading, and one is for  
8 the old ACET Global. Yeah, there are two sets of books.  
9 Q. Okay. So you set up the accounting department  
10 to keep two sets of books?  
11 A. Yes.  
12 Q. And did you instruct Jane Lynn to keep two  
13 sets of books?  
14 A. Yes, until the end of January.  
15 Q. January when?  
16 A. 2019.  
17 Q. So until the end of January 2019, you  
18 maintained two sets of books?  
19 A. Yes.  
20 Q. And those two sets of books were for ACET  
21 Global and for Windspeed?  
22 A. Yes.  
23 Q. And you told Jane Lynn after January of 2019  
24 that she could stop maintaining two sets of books?  
25 A. Yes.

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1 Q. Okay. Mr. Szeto, there -- you mentioned  
2 that -- that Windspeed did not -- did not use ACET  
3 Global's supplier list; is that correct?  
4 A. Yes.  
5 Q. Who is in charge of your inventory system?  
6 A. Dana in charge of the inventory system.  
7 Q. And what's her last name?  
8 A. Thompson -- Thomason [sic]. You already  
9 talked to her a couple days ago.  
10 Q. Correct. And when I talked to her, if Dana  
11 Tomerlin told me that you, in fact, did use ACET  
12 Global's supplier list, would she be lying?  
13 MS. HARD-WILSON: Objection, form.  
14 A. She might not know for sure which one is  
15 which.  
16 Q. (BY MR. FREEMAN) Okay. If she told me that  
17 Windspeed did indeed use ACET Global's pricing and cost  
18 information, would she be incorrect?  
19 A. Yes, she would be incorrect.  
20 Q. Okay.  
21 A. The reason is very simple. ACET Global used  
22 exclusively air ship, which is about 30 times higher  
23 than sea ship. And everything we used in Windspeed  
24 Trading was sea ship, and -- so our pricing is  
25 completely different.

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1 Q. Okay. We're talking about Dana, your  
2 employee. Is actually Dana Tomerlin?  
3 A. Yes.  
4 Q. Does that sound correct? Okay.  
5 Okay. So you mentioned something there.  
6 Does Windspeed have a relationship with Ship Station?  
7 A. Yes. Ship Station is the software we use.  
8 Q. Okay. Is that the -- that's the inventory  
9 software?  
10 A. No.  
11 Q. What is that?  
12 A. Ship Station is just a software system that  
13 accepts orders from the other marketplaces, and it will  
14 tell us who order what.  
15 Q. Okay.  
16 A. And there are some other items in the Ship  
17 Station that we use, but that's just a -- basically,  
18 it's a -- well, I would call it a purchasing system.  
19 Q. Okay. Is that, like, your purchase and  
20 fulfillment system?  
21 A. Well, yes, you can call it a fulfillment  
22 system. We use it to know what order came in.  
23 Q. Okay. But Windspeed uses Ship Station?  
24 A. Yes.  
25 Q. Did ACET Global use Ship Station?

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1 A. They used a different system. Not the same  
2 one.  
3 Q. Not Ship Station?  
4 A. It is Ship Station, but it's a Ship Station  
5 exclusively for ACET Global.  
6 Q. Okay. And how is it different than the one  
7 that Windspeed uses?  
8 A. Well, if you want to buy from ACET Global, you  
9 use that system. You want to buy from Windspeed, you  
10 use this system. So there's two different systems.  
11 Just like you want to buy from Sears, you use one, and  
12 you buy the JCPenney, you use the other one. They're  
13 not the same.  
14 Q. Got it. So does it work differently, or is it  
15 with a different company?  
16 A. It's -- we pay for a different software  
17 system. It works the same, but it doesn't have the  
18 exact feature that we use. So they are different.  
19 Q. So it's, like, got a different logo on it?  
20 A. Yes.  
21 Q. And --  
22 A. Well, it's the logo for Ship Station, not  
23 anybody else's log.  
24 Q. Does it have Windspeed's logo on it?  
25 A. No.

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1 Q. All right. But it has Windspeed's name on it  
2 when they order --  
3 A. Well, it has a Windspeed name on it for that  
4 particular system for us, but it's not for Windspeed.  
5 Q. Okay. Did you transition over -- well, let me  
6 ask: Does the ACET Global Ship Station account still  
7 exist?  
8 A. I do not know.  
9 Q. Okay. Did you switch over the Ship Station  
10 account --  
11 A. No.  
12 Q. -- at Windspeed? No?  
13 Does Windspeed use Microsoft 365 software?  
14 A. Yes.  
15 Q. Did ACET Global use Microsoft 365 software?  
16 A. Yes.  
17 Q. Do the ACET Global licenses still exist?  
18 A. I do not know.  
19 Q. Did you change those licenses over to  
20 Windspeed?  
21 A. We did not change any license to Windspeed.  
22 Q. Okay. Mr. Szeto, who have you discussed this  
23 case with?  
24 A. Nobody except my company attorney.  
25 Q. Okay. Is that attorney your personal attorney

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1 as well?  
2 A. Yes.  
3 Q. Okay. Have you discussed the case with anyone  
4 else?  
5 A. No.  
6 Q. Have you discussed any of the subject matter  
7 of this case with anyone other than your attorney?  
8 A. No.  
9 Q. Have you emailed anyone about this case?  
10 A. Not that I can remember.  
11 Q. Other than your attorney?  
12 A. Yes.  
13 Q. So you've not emailed anyone else besides your  
14 attorney?  
15 MR. PERRIN: Objection, form.  
16 A. Maybe with my own staff, but not anybody  
17 outside of the company, no.  
18 Q. (BY MR. FREEMAN) Okay. Who have you  
19 forwarded -- who have you forwarded emails to about this  
20 case?  
21 A. What do you mean by that? I don't understand  
22 the question.  
23 Q. Have you forwarded any emails to anyone about  
24 the case?  
25 A. Not that I can remember.

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1 Q. Okay. Have you forwarded any emails about  
2 this case to anyone other than your attorney?  
3 A. No.  
4 Q. Okay.  
5 MS. HARD-WILSON: Without interrupting  
6 your flow, if we could take a break some time soon.  
7 MR. FREEMAN: It's probably a good time  
8 for a break.  
9 THE WITNESS: Okay.  
10 (Break taken from 10:53 a.m. to  
11 11:07 a.m.)  
12 Q. (BY MR. FREEMAN) Mr. Szeto, we're back on the  
13 record.  
14 A. Okay.  
15 Q. Mr. Szeto, is there anything in your testimony  
16 thus far that you want to correct?  
17 A. No.  
18 Q. Okay. Do you believe your testimony thus far  
19 has been truthful?  
20 MS. HARD-WILSON: Objection, form.  
21 A. Yes.  
22 Q. (BY MR. FREEMAN) Do you believe it's been  
23 your best testimony?  
24 MS. HARD-WILSON: Objection, form.  
25 MR. PERRIN: Objection, form.

<p style="text-align: right;">Page 70</p> <p>1 A. (No audible response.)</p> <p>2 Q. (BY MR. FREEMAN) Mr. Szeto, is there any</p> <p>3 reason you would not be able to testify truthfully</p> <p>4 today?</p> <p>5 A. No.</p> <p>6 Q. Are you under the influence of any drugs or</p> <p>7 alcohol?</p> <p>8 A. My iced tea.</p> <p>9 Q. Is that a Long Island or just an iced tea?</p> <p>10 A. That is the Gold Peak Tea.</p> <p>11 Q. Is it pretty good?</p> <p>12 A. Yes, there are very good.</p> <p>13 Q. I haven't tried that one.</p> <p>14 Are you on any medications?</p> <p>15 MS. HARD-WILSON: Objection, form.</p> <p>16 A. Yes, I am on medication. I normally take</p> <p>17 medication every morning, yes.</p> <p>18 Q. (BY MR. FREEMAN) Mr. Szeto, does that</p> <p>19 medication impact your cognitive ability in any way?</p> <p>20 MS. HARD-WILSON: Objection, form.</p> <p>21 A. No.</p> <p>22 Q. (BY MR. FREEMAN) No? And are you feeling</p> <p>23 okay today?</p> <p>24 A. I'm feeling great. Thank you.</p> <p>25 Q. Mr. Szeto, I think where we left off, I asked</p>	<p style="text-align: right;">Page 72</p> <p>1 going have a law firm to support it, and we did talk a</p> <p>2 little bit about are they going support Windspeed</p> <p>3 Trading. And the answer was no, and that was the end of</p> <p>4 it.</p> <p>5 Q. Why was there a concern about whether they</p> <p>6 were going to support Windspeed Trading?</p> <p>7 MR. PERRIN: Objection, form.</p> <p>8 Q. (BY MR. FREEMAN) Who was concerned about</p> <p>9 whether they were going -- the lawyers were going to</p> <p>10 represent Windspeed Trading?</p> <p>11 A. I was just asking because I do not know.</p> <p>12 Q. What was Matt's response?</p> <p>13 A. We are on our own, and that's all I want to</p> <p>14 know.</p> <p>15 Q. Okay. Did he -- did he indicate whether</p> <p>16 anyone had instructed him to give that answer?</p> <p>17 A. Not that I know of.</p> <p>18 Q. Okay. Have you -- did you discuss anything</p> <p>19 else with Matt about this case?</p> <p>20 A. No.</p> <p>21 Q. So --</p> <p>22 A. Not that I can remember.</p> <p>23 Q. So no substance of the case; just whether</p> <p>24 its -- his lawyers were going to represent Windspeed?</p> <p>25 MR. PERRIN: Objection, form.</p>
<p style="text-align: right;">Page 71</p> <p>1 if you had forwarded any emails about this case to</p> <p>2 anyone.</p> <p>3 A. Not that I can remember.</p> <p>4 Q. Okay. So you haven't forwarded this -- any</p> <p>5 emails about this case to anyone other than your</p> <p>6 attorney?</p> <p>7 A. I cannot remember any.</p> <p>8 Q. Have you forwarded any emails about this case</p> <p>9 to Matt Denegre?</p> <p>10 A. No.</p> <p>11 Q. Have you forwarded any emails about this case</p> <p>12 to Alex Godinez?</p> <p>13 A. Not that I can remember, no.</p> <p>14 Q. Have you forwarded any emails about this case</p> <p>15 to Steve Bellah?</p> <p>16 A. Not that I -- not that I can remember.</p> <p>17 Q. Okay. Have you discussed this case with Matt</p> <p>18 Denegre?</p> <p>19 A. Yes, I did.</p> <p>20 Q. Okay. Have you -- was anyone else there with</p> <p>21 you when you had the discussion with Matt Denegre?</p> <p>22 A. Not that I know of.</p> <p>23 Q. What did you -- what did you discuss with Matt</p> <p>24 Denegre?</p> <p>25 A. What we discussed was that whether they are</p>	<p style="text-align: right;">Page 73</p> <p>1 A. Yes.</p> <p>2 Q. (BY MR. FREEMAN) Okay. Did you discuss this</p> <p>3 case with Alex Godinez?</p> <p>4 A. Yes, I did.</p> <p>5 Q. Who was -- where did you discuss this case</p> <p>6 with Alex Godinez?</p> <p>7 A. On the phone.</p> <p>8 Q. How many times have you discussed this case</p> <p>9 with Alex Godinez?</p> <p>10 A. Maybe once or twice.</p> <p>11 Q. Okay. When was that?</p> <p>12 A. I cannot remember.</p> <p>13 Q. Was it a month ago, or was it a year ago?</p> <p>14 A. It wasn't a year ago, I don't think. Maybe</p> <p>15 six, seven months ago.</p> <p>16 Q. Okay. What did you discuss about this case</p> <p>17 with Alex Godinez?</p> <p>18 A. That this -- inform him that -- about this</p> <p>19 case and that we are going to take care of it ourself,</p> <p>20 and that was it. There was no discussion of any subject</p> <p>21 matters.</p> <p>22 Q. Okay. Did Alex already know about the case?</p> <p>23 A. I assume he does, but I cannot tell for sure.</p> <p>24 Q. Okay. Did he reach out to you to talk about</p> <p>25 the case, or did you reach out to him?</p>

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<p>1 A. I reach out to him.</p> <p>2 Q. Okay. Did anyone ask you to reach out to him?</p> <p>3 A. Not that I can remember.</p> <p>4 Q. Okay. Did Matt Denegre ask you to reach out</p> <p>5 to him?</p> <p>6 A. No.</p> <p>7 Q. Where did Alex -- where does Alex Godinez</p> <p>8 work?</p> <p>9 A. What are you asking me? Where he work?</p> <p>10 Q. Yes. Who does he work for?</p> <p>11 A. He work for Super G at that time.</p> <p>12 Q. Has he worked for another company that you</p> <p>13 know of?</p> <p>14 A. Not that I know of.</p> <p>15 Q. Okay. Has he worked for a company called SG</p> <p>16 Credit Partners?</p> <p>17 A. Not that I know of.</p> <p>18 Q. Okay. Have you ever dealt with SG Credit</p> <p>19 Partners?</p> <p>20 A. Not that I know of. I just close my office</p> <p>21 door.</p> <p>22 Q. No problem.</p> <p>23 A. People are doing construction work outside.</p> <p>24 Q. Mr. Szeto, you don't believe you've dealt with</p> <p>25 SG Credit Partners?</p>	<p>1 A. About an hour, at the most.</p> <p>2 Q. What else did y'all talk about?</p> <p>3 A. That was about it, other than weather.</p> <p>4 Q. The weather and the case?</p> <p>5 A. Yes.</p> <p>6 Q. How was the weather then?</p> <p>7 A. It was wonderful in California.</p> <p>8 Q. What was it like?</p> <p>9 A. You mean the weather?</p> <p>10 Q. Yes.</p> <p>11 A. It was great.</p> <p>12 Q. Warm or cold?</p> <p>13 A. Yeah.</p> <p>14 Q. Was it raining?</p> <p>15 A. Oh, I don't remember. It never rain in</p> <p>16 California.</p> <p>17 Q. But you remember it was a nice day?</p> <p>18 A. It was a nice day, and that was it.</p> <p>19 Q. What else did you do that day?</p> <p>20 A. What I do?</p> <p>21 Q. Yes.</p> <p>22 A. That was just one of the many, many other</p> <p>23 things I got involved in in the business. I cannot tell</p> <p>24 you for sure what other things that happened.</p> <p>25 Q. When you had that conversation, you weren't in</p>
Page 75	Page 77
<p>1 A. Not that I can remember.</p> <p>2 Q. In all the time that you've worked with Alex</p> <p>3 Godinez, have you understood that he was part of Super G</p> <p>4 Capital?</p> <p>5 A. Yes. That's my understanding.</p> <p>6 Q. Does he represent that he works for Super G</p> <p>7 Capital?</p> <p>8 A. Yes.</p> <p>9 Q. So he's told you that he works for Super G</p> <p>10 Capital?</p> <p>11 A. Yes.</p> <p>12 Q. What did you discuss about the case with him?</p> <p>13 A. Nothing. Basically it's about us supporting</p> <p>14 it ourself and no subject matter discussion at all.</p> <p>15 Q. And why did you not discuss any of the subject</p> <p>16 matter?</p> <p>17 A. Well, I don't think that is appropriate to</p> <p>18 discuss with him.</p> <p>19 Q. You wanted to make sure you were following all</p> <p>20 the rules?</p> <p>21 MR. PERRIN: Objection, form.</p> <p>22 A. Yes, as far as I can tell.</p> <p>23 Q. (BY MR. FREEMAN) Right. Didn't want to --</p> <p>24 okay.</p> <p>25 Did you -- how long was that conversation?</p>	<p>1 California, correct?</p> <p>2 A. No, I was not in California. I was in Texas.</p> <p>3 Q. Alex Godinez was in California?</p> <p>4 A. He was in California, yes. As far as I know,</p> <p>5 he was.</p> <p>6 Q. Was he at Super G Capital's office?</p> <p>7 A. I cannot tell you for sure.</p> <p>8 Q. How was the weather in Dallas that day?</p> <p>9 A. It was hot and as usual, nice.</p> <p>10 Q. How hot?</p> <p>11 A. Oh, I cannot remember for sure. Probably</p> <p>12 close to 100 degrees, as usual.</p> <p>13 Q. Yes. That sounds about right. So that</p> <p>14 probably puts us, what do you think, August?</p> <p>15 A. I cannot tell you for sure when. I would say</p> <p>16 yes, it probably around that time of year.</p> <p>17 Q. Probably around August?</p> <p>18 A. Uh-huh.</p> <p>19 Q. And so what else? I just want to make sure we</p> <p>20 have covered them all. You have talked about this case;</p> <p>21 you talked about the weather. What else did you talk</p> <p>22 with Alex Godinez about?</p> <p>23 A. Nothing. Nothing I can remember right now.</p> <p>24 Nothing.</p> <p>25 Q. Did you frequently have calls with Alex</p>



<p style="text-align: right;">Page 78</p> <p>1 Godinez?</p> <p>2 A. No.</p> <p>3 Q. Did you discuss, kind of, day-to-day things</p> <p>4 with Alex Godinez?</p> <p>5 A. No. I -- I don't do that.</p> <p>6 Q. Did you chitchat with Alex Godinez?</p> <p>7 A. Very seldom, no.</p> <p>8 Q. Were y'all close buddies?</p> <p>9 A. No.</p> <p>10 Q. Did y'all have a lot in common?</p> <p>11 A. I had never met him.</p> <p>12 Q. Okay. Do you know a lot about him personally?</p> <p>13 A. No.</p> <p>14 Q. Do you like him?</p> <p>15 A. Like I said, I have never met him, so it's</p> <p>16 difficult to say whether I like him or not. I dealt</p> <p>17 with him in a business sense, and he was very good.</p> <p>18 Q. Did you enjoy talking with him?</p> <p>19 A. I enjoy talking to him on business issues.</p> <p>20 Q. Okay. So you talked to him about this case</p> <p>21 and the weather. Anything else that you think you</p> <p>22 talked to him about?</p> <p>23 A. Nothing that I can remember.</p> <p>24 Q. Okay. Would you generally only talk to Alex</p> <p>25 if it was, like, a big issue or some big issue, or is it</p>	<p style="text-align: right;">Page 80</p> <p>1 Q. Okay. And was that an important issue?</p> <p>2 A. It was an important issue to let them know,</p> <p>3 let Super G know that there is a case pending against</p> <p>4 us, and I assume that they need to know that. And so it</p> <p>5 is an important issue, so they were informed that there</p> <p>6 is a lawsuit pending against us. So that was it.</p> <p>7 Q. Okay. Did you talk about whether you were</p> <p>8 going to be a witness in that case?</p> <p>9 A. No.</p> <p>10 Q. Did you talk about whether he was going to be</p> <p>11 a witness in that case?</p> <p>12 A. No.</p> <p>13 Q. Did you talk about the foreclosure on ACET</p> <p>14 Global's assets?</p> <p>15 A. No.</p> <p>16 Q. Did you talk about Windspeed?</p> <p>17 A. We talk about -- well, the reason we call was</p> <p>18 because Windspeed -- so we did not talk about Windspeed</p> <p>19 in particular.</p> <p>20 Q. Did you talk about Baymark?</p> <p>21 A. No.</p> <p>22 Q. Did you talk about David Hook?</p> <p>23 A. No.</p> <p>24 Q. Tony Ludlow?</p> <p>25 A. No.</p>
<p style="text-align: right;">Page 79</p> <p>1 everyday things?</p> <p>2 A. I do not talk to him about everyday things.</p> <p>3 Very, very infrequently that we may have a topic that we</p> <p>4 want to talk about, but I have not remembered -- I</p> <p>5 cannot remember when was the last time you talk about</p> <p>6 business issues.</p> <p>7 Q. Usually it would only be, like, a pretty big</p> <p>8 business issue?</p> <p>9 A. Like, five seconds. We done well, and that</p> <p>10 was it.</p> <p>11 Q. Right. So if you -- but if you had a</p> <p>12 conversation with him for a period of time, it's</p> <p>13 generally going to be about an important business issue?</p> <p>14 A. No. We did not have any important business</p> <p>15 issues to talk about.</p> <p>16 Q. Okay. Would it generally just be about an</p> <p>17 important issue?</p> <p>18 A. I would say in general, yes, but we do not</p> <p>19 have an important issue to talk about for a long, long</p> <p>20 time.</p> <p>21 Q. Okay. Would it have been since August?</p> <p>22 A. I cannot tell you when.</p> <p>23 Q. Okay.</p> <p>24 A. The case discussion was the last thing we talk</p> <p>25 about.</p>	<p style="text-align: right;">Page 81</p> <p>1 Q. Matt Denegre?</p> <p>2 A. Not that I can remember.</p> <p>3 Q. Okay. Did you talk about any loans?</p> <p>4 A. What do you mean by "any loans"? I have a</p> <p>5 loan with them, so I did not talk about the loan.</p> <p>6 Q. Didn't talk about the loan?</p> <p>7 A. No.</p> <p>8 Q. Did you talk about Windspeed's financial</p> <p>9 status?</p> <p>10 A. No, none of those.</p> <p>11 Q. Did you talk about how Windspeed was</p> <p>12 performing?</p> <p>13 A. Not that I can remember to tell him how</p> <p>14 Windspeed was performing, no.</p> <p>15 Q. Did you talk about really anything relating to</p> <p>16 Windspeed's actual operations or business?</p> <p>17 A. No, I cannot remember talking about anything</p> <p>18 about Windspeed.</p> <p>19 Q. Okay. And you haven't talked to Alex Godinez</p> <p>20 since then?</p> <p>21 A. No, I have not talked to him at all for quite</p> <p>22 a few months.</p> <p>23 Q. Okay. Did you talk about this case with</p> <p>24 Steven Bellah?</p> <p>25 A. I talked to Steven Bellah one time about this</p>

<p style="text-align: right;">Page 82</p> <p>1 case.</p> <p>2 Q. When was that?</p> <p>3 A. That was -- I forget the exact time when I</p> <p>4 talk to Steve Bellah.</p> <p>5 Q. Was it -- was it a hot day in August?</p> <p>6 A. Oh, I think it was.</p> <p>7 Q. Maybe 100 degrees or so?</p> <p>8 A. I cannot tell you for sure how many 100</p> <p>9 degrees that was, but it probably was a hot day.</p> <p>10 Q. Was it the same day you talked to Alex?</p> <p>11 A. I believe it was.</p> <p>12 Q. Okay. Was Alex on the phone at the same time</p> <p>13 too?</p> <p>14 A. I believe he was on the phone with me at the</p> <p>15 same time when I talked to Steve.</p> <p>16 Q. Okay. Was Matt on the phone as well?</p> <p>17 A. No, I don't think so.</p> <p>18 Q. Matt Denegre wasn't on the phone at the same</p> <p>19 time?</p> <p>20 A. Not that I can remember, no.</p> <p>21 Q. Okay. What did you talk to Steve about?</p> <p>22 A. He told me at one point that he check with</p> <p>23 Tomer about purchasing the inventory, and there was a</p> <p>24 memo that he sent to Tomer about buying the inventory.</p> <p>25 I have never seen that memo, and I have never seen the</p>	<p style="text-align: right;">Page 84</p> <p>1 A. That was it.</p> <p>2 Q. What else did Steve have to say?</p> <p>3 A. He told me he don't remember if he has a copy</p> <p>4 of that letter, and that's all the conversation we had.</p> <p>5 Q. Did Steve talk about the warrants in</p> <p>6 Windspeed?</p> <p>7 A. No.</p> <p>8 Q. Did Steve seem concerned about anything, or</p> <p>9 was it nothing to worry about for Steve?</p> <p>10 A. Nothing to worry about. He was concerned</p> <p>11 about going to lunch the next day.</p> <p>12 Q. Where was he going to lunch?</p> <p>13 A. We went to lunch once so often, and we were</p> <p>14 just joking around. But the main thing was about that</p> <p>15 letter.</p> <p>16 Q. What -- where was he wanting to go to lunch</p> <p>17 with you?</p> <p>18 A. Why he want to go to lunch with me?</p> <p>19 Q. Or where was he wanting to go to lunch with</p> <p>20 you?</p> <p>21 A. Oh, we usually went to this hot and spicy</p> <p>22 place that he loved.</p> <p>23 Q. What did he order?</p> <p>24 A. Oh, there's several things that he ordered.</p> <p>25 They're all very hot and spicy.</p>
<p style="text-align: right;">Page 83</p> <p>1 letter. And he told me at one point -- this is way</p> <p>2 back -- that Tomer refuse to buy the inventory from him.</p> <p>3 And I ask him whether he still have a copy of that</p> <p>4 letter. And that's what I talked to him about.</p> <p>5 Q. What did he say?</p> <p>6 A. He said he doesn't remember.</p> <p>7 Q. Okay. What did he say? That everything was</p> <p>8 going to be okay because of that letter?</p> <p>9 A. He did not make any comment other than the</p> <p>10 fact that he don't know if he still have a copy of that</p> <p>11 letter.</p> <p>12 Q. Okay. How did that topic come up?</p> <p>13 A. I just remember when it came up on the lawsuit</p> <p>14 that he did offer to sell the inventory to Tomer and he</p> <p>15 did mention the fact that he can now sell it to me</p> <p>16 because Tomer refuse the sales. And that's how it came</p> <p>17 up.</p> <p>18 Q. Okay. So were they saying -- was he saying</p> <p>19 because he sent a notice to Tomer, and Tomer didn't</p> <p>20 offer to buy it that it was okay to sell it to</p> <p>21 Windspeed?</p> <p>22 A. Yes.</p> <p>23 MR. PERRIN: Objection, form.</p> <p>24 Q. (BY MR. FREEMAN) Okay. Did -- what else did</p> <p>25 y'all talk about on that?</p>	<p style="text-align: right;">Page 85</p> <p>1 Q. Oh, the next day, what was he ordering?</p> <p>2 A. Oh, we didn't go. We didn't get to go at all.</p> <p>3 We just talk about going, but we did not go at all.</p> <p>4 Q. Why didn't y'all end up going?</p> <p>5 A. I don't remember why, but we didn't get to go.</p> <p>6 Q. Okay. Did y'all go after that?</p> <p>7 A. We haven't gone to lunch since then.</p> <p>8 Q. Really?</p> <p>9 A. Yeah.</p> <p>10 Q. Okay. What else did Steve or Alex or Matt</p> <p>11 talk about on the phone?</p> <p>12 MR. PERRIN: Objection, form.</p> <p>13 A. I don't remember we talk about anything else</p> <p>14 on the phone.</p> <p>15 Q. (BY MR. FREEMAN) Did Matt express any other</p> <p>16 concerns on the phone?</p> <p>17 MR. PERRIN: Objection, form.</p> <p>18 A. Not that I can remember.</p> <p>19 Q. (BY MR. FREEMAN) What did Matt think about</p> <p>20 what Steve was saying about the letter, the foreclosure</p> <p>21 notice?</p> <p>22 MR. PERRIN: Objection, form.</p> <p>23 A. I do not know.</p> <p>24 Q. (BY MR. FREEMAN) Did Matt say he had a copy</p> <p>25 of it?</p>

<p style="text-align: right;">Page 86</p> <p>1 MR. PERRIN: Objection, form.</p> <p>2 A. I do not know.</p> <p>3 Q. (BY MR. FREEMAN) Okay. What did Matt think</p> <p>4 of the weather?</p> <p>5 MR. PERRIN: Objection, form.</p> <p>6 A. I cannot tell you.</p> <p>7 Q. (BY MR. FREEMAN) So did you -- you discussed</p> <p>8 this case with Alex Godinez, correct?</p> <p>9 A. Yes.</p> <p>10 Q. Matt Denegre?</p> <p>11 A. Well, only on the support issue, but nothing</p> <p>12 on the subject matter issues and so, no.</p> <p>13 Q. Was Matt on the call we were just talking</p> <p>14 about?</p> <p>15 A. We were just talking about how's it going to</p> <p>16 support us as part of the lawsuit, and the answer from</p> <p>17 Matt was you're on your own, and that was the end of the</p> <p>18 answer.</p> <p>19 MR. PERRIN: Objection, form.</p> <p>20 Q. (BY MR. FREEMAN) Did Matt say that on that</p> <p>21 phone call with Alex and Steve?</p> <p>22 MR. PERRIN: Objection, form.</p> <p>23 A. I think so, but I cannot be sure.</p> <p>24 Q. (BY MR. FREEMAN) Okay. So you talked about</p> <p>25 the case with Matt, correct?</p>	<p style="text-align: right;">Page 88</p> <p>1 call because you needed a solution for the situation?</p> <p>2 A. No --</p> <p>3 MS. HARD-WILSON: Objection, form.</p> <p>4 A. -- not that I can remember. I just need to</p> <p>5 know how to proceed with the case.</p> <p>6 Q. (BY MR. FREEMAN) Did you want to have the</p> <p>7 call to talk about arrangements that Baymark might have</p> <p>8 had after ACET Global?</p> <p>9 A. No. That was not the intent.</p> <p>10 Q. Did you want to have the call to talk about</p> <p>11 arrangements that Super G might have had after ACET</p> <p>12 Global?</p> <p>13 A. That's not the intent.</p> <p>14 Q. Did you want to talk about any arrangements</p> <p>15 that Baymark had with Tomer Damti?</p> <p>16 A. No. I do not want to know.</p> <p>17 Q. Did you want to talk about any arrangements</p> <p>18 that Super G might have had with Tomer Damti?</p> <p>19 A. No. I do not want to know.</p> <p>20 Q. Did you want to have that call because you</p> <p>21 needed to prepare your story?</p> <p>22 A. No.</p> <p>23 MS. HARD-WILSON: Objection, form.</p> <p>24 A. I don't need to know how to prepare that.</p> <p>25 Q. (BY MR. FREEMAN) Did you want to have that</p>
<p style="text-align: right;">Page 87</p> <p>1 A. Yes.</p> <p>2 Q. And you talked about the case with Alex</p> <p>3 Godinez, correct?</p> <p>4 A. Yes.</p> <p>5 Q. Did you talk with about the case -- you talked</p> <p>6 about the case with Steve Bellah, correct?</p> <p>7 A. I asked for a copy of that letter, but I did</p> <p>8 not discuss the case with him.</p> <p>9 Q. Did you discuss the case with anyone else?</p> <p>10 A. No, not that I can remember.</p> <p>11 Q. Okay. On this call with Alex and Steve and</p> <p>12 you think Matt, did you want to have this call, or did</p> <p>13 someone else ask to have it?</p> <p>14 MR. PERRIN: Objection, form.</p> <p>15 A. I think that I want to have that call so we</p> <p>16 can all understand what is going on. And I don't</p> <p>17 remember who organized the call, but we were on a</p> <p>18 conference call to talk about the case. And it was a</p> <p>19 very short call.</p> <p>20 Q. (BY MR. FREEMAN) Okay. Did you have the call</p> <p>21 because you needed a solution?</p> <p>22 MR. PERRIN: Objection, form.</p> <p>23 A. I needed a call just to make sure that we know</p> <p>24 how to proceed with that lawsuit from that point on.</p> <p>25 Q. (BY MR. FREEMAN) Did you want to have the</p>	<p style="text-align: right;">Page 89</p> <p>1 call so you would know how to respond in this lawsuit?</p> <p>2 MS. HARD-WILSON: Objection, form.</p> <p>3 A. I need to have that call so I know how to</p> <p>4 proceed with the lawsuit.</p> <p>5 Q. (BY MR. FREEMAN) And what do you mean by</p> <p>6 that?</p> <p>7 A. So whether I need to have my own attorney and</p> <p>8 all the other things. So I have to know exactly how to</p> <p>9 proceed with it.</p> <p>10 Q. Okay. Mr. Szeto, I'm putting up on the screen</p> <p>11 what is marked as Exhibit 54.</p> <p>12 A. Okay.</p> <p>13 (Exhibit 54 marked.)</p> <p>14 Q. (BY MR. FREEMAN) Do you see this document,</p> <p>15 sir?</p> <p>16 A. Yes.</p> <p>17 Q. And what is this document?</p> <p>18 A. It is an email that I sent out to try to -- to</p> <p>19 try to arrange for the conference call.</p> <p>20 Q. The conference call with Matt Denegre --</p> <p>21 A. And Alex.</p> <p>22 Q. -- and Alex Godinez and Steve Bellah?</p> <p>23 A. Right.</p> <p>24 Q. Okay. And is this Exhibit 54 a true and</p> <p>25 correct copy of that email correspondence you were on?</p>

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<p>1 A. As far as I know, yes.</p> <p>2 Q. Okay. And if you will, I'm going to -- I</p> <p>3 would like you to follow along here. I have highlighted</p> <p>4 here an email that appears to be from William Szeto; is</p> <p>5 that correct?</p> <p>6 A. Yes.</p> <p>7 Q. Sent on August 3rd, 2020; is that correct?</p> <p>8 A. Yes.</p> <p>9 Q. To Matt Denegre at Baymark Partners; is that</p> <p>10 correct?</p> <p>11 A. Yes.</p> <p>12 Q. Also cc'ing Alex Godinez of SG --</p> <p>13 A. Uh-huh.</p> <p>14 Q. -- Credit Partners; is that correct?</p> <p>15 A. Yes.</p> <p>16 Q. And also Steve Bellah; is that correct?</p> <p>17 A. Yes.</p> <p>18 Q. And Steve seems to have a domain or an email</p> <p>19 domain of Remuda Credit Advisors; is that correct?</p> <p>20 A. That's the email address I have for Steve,</p> <p>21 yes.</p> <p>22 Q. Okay. But was Steve part of Super G?</p> <p>23 A. I cannot tell you for sure.</p> <p>24 Q. Okay. Did you think he was part of Super G?</p> <p>25 A. I cannot tell you for sure. I do not know.</p>	<p>1 A. Windspeed have possession of it after the</p> <p>2 foreclosure, but we did not buy it until March of 2019.</p> <p>3 Q. Okay. And was the foreclosure, was that in</p> <p>4 January of 2019?</p> <p>5 A. I cannot tell you for sure. I was not</p> <p>6 involved with the foreclosure.</p> <p>7 Q. Was the foreclosure -- is that why it was</p> <p>8 important was the foreclosure? Did that happen when</p> <p>9 they sent this letter you're referring to?</p> <p>10 MR. PERRIN: Objection, form.</p> <p>11 A. I was told this letter exists, and I was told</p> <p>12 that now they are legally allowed to sell me the</p> <p>13 inventory. That was the last thing I heard of, but I</p> <p>14 did not get involved with anything about the foreclosure</p> <p>15 or the inventory or the sales of it.</p> <p>16 Q. (BY MR. FREEMAN) So who told you that?</p> <p>17 A. Steve.</p> <p>18 Q. Steve Bellah --</p> <p>19 A. Right.</p> <p>20 Q. -- told you that Super G could legally sell</p> <p>21 you the inventory, correct?</p> <p>22 A. Yes, back in -- I believe in the March --</p> <p>23 February, March time frame, yes.</p> <p>24 Q. And he told you that in the February or March</p> <p>25 of 2019 time frame?</p>
Page 91	Page 93
<p>1 Q. Why did you include Steve on this email?</p> <p>2 A. Because I like to get a copy of the letter.</p> <p>3 Q. Did you already know that letter existed?</p> <p>4 A. I was told by Steve the letter existed. I</p> <p>5 have not seen it. I have never seen it, so I need to</p> <p>6 find out if indeed it exists.</p> <p>7 Q. Okay. Did Steve tell you before this call</p> <p>8 that he had that letter?</p> <p>9 A. He told me before -- he told me before -- yes,</p> <p>10 he did.</p> <p>11 Q. He told you -- before you sent this email he</p> <p>12 had already told you?</p> <p>13 A. Right.</p> <p>14 Q. When did he tell you that he had that letter?</p> <p>15 A. Probably it was August -- it probably</p> <p>16 somewhere around February -- January, February, 2018.</p> <p>17 2019, I mean. Before he even tried to sell me the</p> <p>18 inventory.</p> <p>19 Q. Oh, because Windspeed didn't get the inventory</p> <p>20 until --</p> <p>21 A. March.</p> <p>22 Q. -- March of when?</p> <p>23 A. 2019.</p> <p>24 Q. So Windspeed didn't have possession of the</p> <p>25 inventory until March of 2019?</p>	<p>1 A. Yes.</p> <p>2 Q. And prior to that time, could Super G legally</p> <p>3 sell you the inventory?</p> <p>4 MR. PERRIN: Objection, form.</p> <p>5 MS. HARD-WILSON: Objection, form.</p> <p>6 A. I do not know what the legal implication is.</p> <p>7 Q. (BY MR. FREEMAN) Did Steve Bellah say they</p> <p>8 couldn't legally sell it to you before that letter?</p> <p>9 A. That is what I understand, what my</p> <p>10 understanding was at that time.</p> <p>11 Q. Based on what Steve Bellah told you?</p> <p>12 A. Yes.</p> <p>13 Q. Did Steve Bellah tell you where he got that</p> <p>14 understanding?</p> <p>15 A. I did not ask him.</p> <p>16 Q. But Steve Bellah told you that Super G</p> <p>17 couldn't legally sell you the inventory until it had</p> <p>18 issued that important letter?</p> <p>19 A. As far as I know, yes.</p> <p>20 Q. Okay. And do you know when that important</p> <p>21 letter was sent?</p> <p>22 A. I cannot tell you for sure.</p> <p>23 Q. Would you know that important letter if you</p> <p>24 saw it?</p> <p>25 A. I assume I will be able to see it, but I</p>

<p style="text-align: right;">Page 94</p> <p>1 cannot tell you for sure.</p> <p>2 Q. Okay. I want to direct your attention back to</p> <p>3 what's still up on the screen, Exhibit 54.</p> <p>4 A. Okay.</p> <p>5 Q. I believe your testimony was this is a true</p> <p>6 and accurate copy of the email correspondence?</p> <p>7 A. That's right.</p> <p>8 Q. And this was an email, Mr. Szeto, from you on</p> <p>9 August 3rd, 2020, to Matt Denegre of Baymark Partners.</p> <p>10 And you also cc'd Alex Godinez of SG Credit Partners and</p> <p>11 Steve Bellah; is that correct?</p> <p>12 MR. PERRIN: Objection, form.</p> <p>13 Q. (BY MR. FREEMAN) And the subject line states,</p> <p>14 "Tomer's lawsuit"; is that correct?</p> <p>15 A. Yes.</p> <p>16 Q. And you've marked this with "Importance:</p> <p>17 High"; is that correct?</p> <p>18 A. I very frequently do mark "Important: High" so</p> <p>19 people can read it. So yes, I did.</p> <p>20 Q. Okay. And you stated here -- read with me.</p> <p>21 "I am trying to arrange a conference call between Alex,</p> <p>22 Steve and you this week. It is very important to me</p> <p>23 that I have a solution for this situation. It is</p> <p>24 costing me a lot of attorney fees up to this point. I</p> <p>25 have no idea what you folks arranged after ACET Global</p>	<p style="text-align: right;">Page 96</p> <p>1 A. Yes.</p> <p>2 Q. Okay. Who is Alex Szeto?</p> <p>3 A. My son.</p> <p>4 Q. Okay. Is he your attorney?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Is he Windspeed's attorney?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. Is Steve Bellah your attorney?</p> <p>9 A. Steve Bellah is not an attorney.</p> <p>10 Q. Is Steve Bellah Windspeed's attorney?</p> <p>11 A. No.</p> <p>12 Q. Did you believe he was an attorney?</p> <p>13 A. Not that I know of.</p> <p>14 Q. Okay. And this email is dated September 25th,</p> <p>15 2020; is that correct?</p> <p>16 A. I can -- yes.</p> <p>17 Q. Okay. So if you look below, he's responding</p> <p>18 to an email from you. Does that appear to be correct?</p> <p>19 A. Yes.</p> <p>20 Q. And it says, "For your information, we will</p> <p>21 have to respond. I am not copying Matt since he gave us</p> <p>22 the answer that Baymark will no longer want to be</p> <p>23 involved with the lawsuit. Before I go to see the</p> <p>24 lawyer, I would like to talk to two of you to prepare</p> <p>25 our response and to get whatever document we have as</p>
<p style="text-align: right;">Page 95</p> <p>1 and what agreements you have with Tomer. If I have to</p> <p>2 defend myself and Windspeed on the lawsuit, that means I</p> <p>3 have to do a lot of discovery costing a lot more money</p> <p>4 to do so."</p> <p>5 Did I read that correct?</p> <p>6 A. Yes.</p> <p>7 Q. And does the sentence that follows that state,</p> <p>8 "Please let us know when we can met this week so we can</p> <p>9 talk about it"; is that correct?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Did you -- when you sent this email,</p> <p>12 did you -- did you -- it looks like it's part of an</p> <p>13 email chain; is that correct?</p> <p>14 A. Yes.</p> <p>15 Q. Did you -- did you black out or redact any of</p> <p>16 the -- any of the emails below it?</p> <p>17 A. Not that I know of.</p> <p>18 Q. Do you ever do that?</p> <p>19 A. No.</p> <p>20 Q. Okay. So I'd like to look at what is marked</p> <p>21 as -- what's still on the screen is marked as</p> <p>22 Exhibit 54. And this is -- states that it's an email</p> <p>23 from Steve Bellah to you; is that correct?</p> <p>24 A. Yes.</p> <p>25 Q. And it cc's Alex Szeto?</p>	<p style="text-align: right;">Page 97</p> <p>1 backup."</p> <p>2 Is that correct?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. Did you end up having a conversation</p> <p>5 with Steve Bellah?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. Was that after the conversation that we</p> <p>8 just discussed?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. Now, I thought you had not had later</p> <p>11 conversations with Mr. Bellah?</p> <p>12 A. I have a conversation with Steve Bellah,</p> <p>13 continued to want to know if he has a copy of the</p> <p>14 letter.</p> <p>15 Q. Okay. How many more conversations did you</p> <p>16 have with Steve Bellah after this one?</p> <p>17 A. I think that was the last one.</p> <p>18 Q. Okay. Did you meet with Steve Bellah along</p> <p>19 with your attorney?</p> <p>20 A. No, not that I know of.</p> <p>21 Q. Did Alex Szeto go with you to meet with Steve</p> <p>22 Bellah?</p> <p>23 A. Not that I know of.</p> <p>24 Q. Did you and Alex talk on the phone with Steve</p> <p>25 Bellah?</p>

<p style="text-align: right;">Page 98</p> <p>1 A. No. I don't believe we talk on the phone with 2 Steve Bellah. 3 Q. Okay. How did Steve Bellah know what was -- 4 you know, what was the subject matter of this email? 5 A. Well, when we had the first phone call, that's 6 when he first know about the subject matter. And that's 7 when we ask for a copy of that letter. 8 Q. Okay. Okay. Had he gotten you a copy of that 9 letter by then? 10 A. I never seen the copy of the letter, no. 11 Q. Okay. What did you talk with Steve Bellah 12 about on this call? 13 A. I talk to Steve Bellah again about the copy of 14 that letter that he told me at one time that he has, 15 and -- but we never got a copy of it. 16 Q. Okay. Did you talk with Alex -- well, excuse 17 me. 18 What else did you talk with Steve Bellah 19 about on this call? 20 A. That was it. 21 Q. How long did you talk with Steve? 22 A. About five minutes. 23 Q. About five minutes? 24 A. Yeah. 25 Q. Okay. You see below here where it's blacked</p>	<p style="text-align: right;">Page 100</p> <p>1 MS. HARD-WILSON: Yes. Do not answer 2 that. Calls for privileged information. 3 Q. (BY MR. FREEMAN) Okay. So that's an 4 assertion of privilege, Mr. Szeto, as your attorney 5 said. You can't answer that. 6 A. No. 7 Q. But you do believe the email that's blacked 8 out was forwarded to Steve and also copied to Alex Szeto 9 on September 25th, 2020? 10 A. I cannot remember. 11 Q. When was the last time you spoke with Steve 12 Bellah? 13 A. Probably September 2020. 14 Q. Okay. And when was the last time you emailed 15 him? 16 A. That was about the last time I emailed him. I 17 do not have any contact with him ever since. 18 Q. When was the last time you texted him? 19 A. I have no contact with him during -- ever 20 since. 21 Q. How about WhatsApp? 22 A. How about what? 23 Q. You look like you would use WhatsApp. Do you 24 correspond with Steve Bellah on WhatsApp? 25 A. No. I have no contact with Steve whatsoever</p>
<p style="text-align: right;">Page 99</p> <p>1 out. Did you black that out? 2 A. No. 3 Q. But did you forward that to Steve Bellah? 4 A. I did not forward that letter to Steve Bellah, 5 no. 6 Q. The email that's reflected on the screen on 7 document -- that's Bates labeled Windspeed 0299? 8 A. No. 9 Q. Now, does it state that this is a forwarded 10 message? 11 A. Yes. 12 Q. And is that message from Alex Szeto to you? 13 A. Yes. 14 Q. And does it show that you then forwarded this 15 email to Steve Bellah? 16 A. That, I don't remember. 17 Q. All right. Don't answer this question 18 quickly, but I do want a truthful answer after you pause 19 for a second. 20 Mr. Szeto, what did Alex Szeto state in 21 the box that is blocked out? 22 MS. HARD-WILSON: Do not answer that. 23 A. I do not remember. 24 Q. (BY MR. FREEMAN) Don't answer me right now. 25 Hold on. I think your attorney is saying something.</p>	<p style="text-align: right;">Page 101</p> <p>1 since about that time. 2 Q. Okay. What was Steve's role at Super G? 3 A. I do not know for sure. 4 Q. What did you believe it to be? 5 A. I believe he was responsible for the loan 6 management, and that's all I know. 7 Q. Was he responsible for ACET Global's loan 8 management? 9 A. I cannot answer that question, no. 10 Q. Did you believe he was responsible for ACET 11 Global's loan management? 12 A. I cannot answer the question because I do not 13 know what he is responsible for. 14 Q. Did you believe he was responsible for 15 Windspeed's loan management? 16 A. He's the one that agreed to loan us \$200,000, 17 and that was the last time I have any dealing with him. 18 And I cannot tell what his responsibility is. 19 Q. Okay. Was he involved in the restructuring 20 plan? 21 MR. PERRIN: Objection, form. 22 A. I don't understand what you mean, 23 restructuring plan. I was not involved with it. 24 Q. (BY MR. FREEMAN) Did Steve propose a 25 restructuring plan?</p>



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1 A. I do not know.  
2 Q. How is Remuda Credit Advisors related to Super  
3 G?  
4 A. I do not know what Remuda Credit Advisors is.  
5 Q. Did Steve Bellah ever tell you that he had set  
6 up a new company called Remuda Credit Advisors?  
7 A. He had mentioned something about it, but I do  
8 not know the details of it, nor do I have any more  
9 information on it.  
10 Q. When did he mention it?  
11 A. During one of the lunch, and he said he's  
12 going to start a new company. That was it. I don't  
13 even know the name of it.  
14 Q. Did he say he was still going to be working  
15 with Super G?  
16 A. I do not know.  
17 Q. Okay. Did you believe he still worked for  
18 Super G?  
19 A. I do not know for sure.  
20 Q. After he left Super G, did he continue to use  
21 his Super G email account?  
22 A. I cannot tell you for sure. I do not know.  
23 Q. Okay. Did he remain on the Windspeed board?  
24 A. No.  
25 Q. No? Was he taken off?

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1 A. He was taken off, and Alex Godinez took his  
2 place. And that's what I was told by Alex.  
3 Q. So Alex Godinez took his place?  
4 A. Yes. That's what I was told.  
5 Q. Who told you that?  
6 A. Alex.  
7 Q. Steve never told you that?  
8 A. No.  
9 Q. What did Steve do as a board member for  
10 Windspeed?  
11 A. I cannot tell you for sure.  
12 Q. Were you a board member of Windspeed?  
13 A. Was I a -- yes, I was.  
14 Q. What do you do as a board member of Windspeed?  
15 A. I manage the company.  
16 Q. Okay. Is anybody else a board member?  
17 A. No. Not that I know about.  
18 Q. Just you and Alex Godinez?  
19 A. Alex and Matt for a while, and the three of  
20 us. And after that -- and we never have a board meeting  
21 and we never have any other discussion concerning  
22 Windspeed.  
23 Q. So y'all didn't ever have a board meeting?  
24 Did y'all -- is that correct?  
25 A. Yes.

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1 Q. Did y'all ever have a conference call that was  
2 supposed to be a board meeting?  
3 A. No, not that I can remember.  
4 Q. Did y'all ever, you know, discuss board --  
5 board matters by email?  
6 A. The only time we ever have a conference call  
7 to talk about board was when we were trying to apply for  
8 the government PPP loan, and I want to make sure the  
9 board approve that because according to what I  
10 understand that the board have to know it. And they all  
11 knew it and they all approve it. So that's when I apply  
12 for the PPP loan.  
13 Q. So as a board, y'all didn't do anything until  
14 y'all needed to get the PPP money?  
15 A. Right.  
16 Q. And were there any -- were there ever any  
17 board minutes?  
18 A. No.  
19 Q. Were there ever any board resolutions adopted?  
20 A. No.  
21 Q. Was there ever any action taken by the board?  
22 A. No.  
23 Q. Was there ever -- was there ever any  
24 discussion about the board?  
25 A. No, not that I know of.

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1 Q. Did anyone -- you know, it sounds like you  
2 kind of ran this company.  
3 A. Yes.  
4 Q. It sounds like you were the guy, I guess, that  
5 was going to make it success or not success?  
6 A. Yes.  
7 Q. Did -- and it sounds like you took it pretty  
8 serious?  
9 A. Yes.  
10 Q. Did anyone else -- I mean, did anyone -- while  
11 you're taking your job as CEO serious -- I mean, was  
12 anybody else doing anything as a board member?  
13 A. Not that I know of.  
14 Q. Did they seem to take their role as a board  
15 member serious or --  
16 A. I cannot tell.  
17 MR. PERRIN: Objection, form.  
18 Q. (BY MR. FREEMAN) Okay. You never saw anybody  
19 do anything as a board member?  
20 A. Not that I know of.  
21 Q. Okay. What was the purpose of the board?  
22 A. I cannot tell you for sure for this particular  
23 board.  
24 Q. Did you want there to be a board?  
25 A. I will refuse to answer that question because

<p style="text-align: right;">Page 106</p> <p>1 I don't know how I feel about it.</p> <p>2 Q. Did you want there to be a board?</p> <p>3 A. Not that I know of.</p> <p>4 Q. What was the purpose of the board?</p> <p>5 A. I would assume they supposed to help me with</p> <p>6 advise and so on, and so as far as I'm concerned, I'm</p> <p>7 not getting kind of any advice at this point in time.</p> <p>8 Q. Okay. So nobody's giving you any advice as a</p> <p>9 board member?</p> <p>10 A. No.</p> <p>11 MR. FREEMAN: Karen, could you read back</p> <p>12 the question I asked before the assertion of something</p> <p>13 like privilege?</p> <p>14 THE REPORTER: Yes. Hold on one second.</p> <p>15 (Requested portion was read.)</p> <p>16 Q. (BY MR. FREEMAN) Okay. Mr. Szeto, did you</p> <p>17 want there to be a board?</p> <p>18 A. Yes, if I can get good advice and help from</p> <p>19 them, a board would always be helpful. So yes.</p> <p>20 Q. Were you concerned that they would not be</p> <p>21 helpful?</p> <p>22 A. Well, yes. If they're not helpful, why do we</p> <p>23 want to have a board just to hinder my progress every</p> <p>24 day? So yes.</p> <p>25 Q. Did you have a board to reward them for</p>	<p style="text-align: right;">Page 108</p> <p>1 A. Yes.</p> <p>2 Q. So Baymark and Super G are made directors on</p> <p>3 this board because they tell you that's how it's going</p> <p>4 be?</p> <p>5 MR. PERRIN: Objection, form.</p> <p>6 A. Yes.</p> <p>7 Q. (BY MR. FREEMAN) And you didn't really have a</p> <p>8 choice in the matter, did you?</p> <p>9 A. Well, no, not that I know of.</p> <p>10 Q. They wanted to take advantage of your</p> <p>11 expertise in running a business?</p> <p>12 MR. PERRIN: Objection, form.</p> <p>13 A. I cannot tell you for sure what that is.</p> <p>14 Q. (BY MR. FREEMAN) Did it feel like they were</p> <p>15 using you?</p> <p>16 MR. PERRIN: Objection, form.</p> <p>17 MS. HARD-WILSON: Objection, form.</p> <p>18 A. No, I cannot answer that question.</p> <p>19 Q. (BY MR. FREEMAN) Did it feel like you were</p> <p>20 working really hard and they weren't?</p> <p>21 MR. PERRIN: Objection, form.</p> <p>22 A. I cannot answer that question.</p> <p>23 Q. (BY MR. FREEMAN) Did you feel like you should</p> <p>24 be getting more of a reward?</p> <p>25 A. I get all the reward I want, so I cannot</p>
<p style="text-align: right;">Page 107</p> <p>1 something?</p> <p>2 A. Do I have -- I don't understand your question.</p> <p>3 Q. If you didn't feel like they were going to be</p> <p>4 helpful, why did you want them on the board?</p> <p>5 A. Well, I don't.</p> <p>6 Q. You don't now or you didn't then?</p> <p>7 A. I don't now; I didn't then.</p> <p>8 Q. So why did you allow it to happen?</p> <p>9 A. I did not allow it to happen.</p> <p>10 Q. Were the terms dictated to you?</p> <p>11 A. The terms were dictated to me that I should</p> <p>12 have two board members, but we never have a board as</p> <p>13 such. We never met; we never have calls and then</p> <p>14 everything else worked just fine. The only time I need</p> <p>15 the board's approval when I decide to make a loan, the</p> <p>16 PPP loan, and that is the only time I check with them.</p> <p>17 They were helpful then.</p> <p>18 Q. And that was just because the government</p> <p>19 wanted to see that the board said that?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. But it wasn't really because you</p> <p>22 actually needed their authority, was it?</p> <p>23 A. No.</p> <p>24 Q. It was just to make sure the paperwork went</p> <p>25 through correctly?</p>	<p style="text-align: right;">Page 109</p> <p>1 answer that question.</p> <p>2 Q. So you were happy with the situation?</p> <p>3 A. I'm very happy.</p> <p>4 Q. And you wanted them as board members?</p> <p>5 A. I would love to have board member that are</p> <p>6 helpful to me, yes.</p> <p>7 MS. HARD-WILSON: Objection, form.</p> <p>8 Q. (BY MR. FREEMAN) And they were helpful to</p> <p>9 you?</p> <p>10 A. They were helpful to me in some situations,</p> <p>11 yes.</p> <p>12 Q. And is the only situation you can think of</p> <p>13 getting money from the government?</p> <p>14 A. Yes.</p> <p>15 Q. Did you discuss with any of your employees</p> <p>16 their depositions?</p> <p>17 A. Well, I -- yes, I did.</p> <p>18 Q. Okay. Who did you discuss their deposition?</p> <p>19 A. All of them.</p> <p>20 Q. All of them?</p> <p>21 A. I only have four employees, and yes, I talk to</p> <p>22 all of them. Yes.</p> <p>23 Q. Okay. And who are those?</p> <p>24 A. That's Dana, Jane and Paula.</p> <p>25 Q. Dana, Jane and Paula?</p>

28 (Pages 106 to 109)

<p style="text-align: right;">Page 110</p> <p>1 A. You already talk to Dana and Jane and Paula. 2 You're going to talk to Sai, I think, next week. 3 Q. Did you talk to Sai about Sai's deposition? 4 A. Yes. I talked -- I told them about the 5 depositions, and I informed them the most important 6 thing that they have to do is answer every question 7 honestly and truthfully. And they need to answer all 8 the questions. And that's what I told them. I did not 9 tell them what to answer and what not to answer, 10 obviously, but they were told to answer all questions 11 truthfully and honestly. That's what I talk to them 12 about. 13 Q. And you take that very seriously? 14 A. I take them very seriously that we all tell 15 the truth, yes. 16 Q. It's very important to tell truth, right? 17 A. Absolutely. 18 Q. Maybe the most important thing in the world, 19 right? 20 A. Right. And that's why I'm not a lawyer. 21 Q. You think lawyers -- lawyers don't tell the 22 truth? 23 A. I cannot tell you. 24 Q. Not all of them do. What else did you discuss 25 with your employees?</p>	<p style="text-align: right;">Page 112</p> <p>1 example, like, they do not know anything about the 2 purchasing or assets. They do not know that. They do 3 not need to know that. Okay. So... 4 Q. (BY MR. FREEMAN) So who -- 5 A. So I'm not telling them about it. 6 Q. Who did you tell they shouldn't know about the 7 purchasing of assets? 8 A. I did not discuss with any one of the 9 employees about the purchasing of assets because that's 10 my function. And they did not need to know that. 11 Q. Okay. So you wanted to make sure they didn't 12 know about the purchasing of inventory? 13 MR. PERRIN: Objection, form. 14 A. They know that I have purchased the inventory. 15 They do not know the details of it, no. 16 Q. (BY MR. FREEMAN) And you wanted to make sure 17 that in their depositions, your employees didn't know 18 about the purchasing of inventory? 19 MR. PERRIN: Objection, form. 20 A. I did not do that. 21 Q. (BY MR. FREEMAN) I'm sorry. What was the 22 answer? 23 A. I did not do that. 24 Q. Okay. Did you discuss the topic with any of 25 them of when they changed to being a Windspeed employee?</p>
<p style="text-align: right;">Page 111</p> <p>1 A. That's it. 2 Q. You didn't talk about anything else on their 3 depositions? 4 A. No. There are certain things that they 5 already know. There are certain things that they're not 6 supposed to know, so I did not talk about any details. 7 And it all depend on what their job function is; they 8 all have different job functions. There are certain 9 things they should know and certain things they should 10 not know. So the only thing I ask them to do is to tell 11 the truth and answer all the questions they were asked. 12 And if they do not know the answer, don't try to make up 13 the answer for it. 14 Q. So did you tell them not to answer some 15 questions? 16 A. No. Never tell them not to answer any 17 question. 18 MR. PERRIN: Objection, form. 19 A. I told them answer all questions. If they do 20 not know the answers, say they do not know the answer. 21 I never told them not to answer any questions. 22 Q. Okay. What things should they not know? 23 A. Well, depend on their job function. 24 MS. HARD-WILSON: Objection, form. 25 A. So there are things they do not know. For</p>	<p style="text-align: right;">Page 113</p> <p>1 A. What do you mean by that? 2 Q. Did you talk to any of them when they switched 3 from being an ACET Global employee to an Windspeed 4 employee? 5 A. Yes. They all receive a email at the end of 6 September telling them that Windspeed -- ACET Global 7 will be closed by the end of September. And yes, they 8 know that. 9 Q. So you had that discussion with them in 10 preparing them for their depositions? 11 MR. PERRIN: Objection, form. 12 A. No. What deposition would that be? They were 13 told at the end of September 2018 that ACET Global will 14 be closed. So it have nothing to do with the 15 deposition. 16 Q. (BY MR. FREEMAN) So they all knew that by the 17 end of September of 2019? 18 A. 2018. 19 Q. 2018. Excuse me. Okay. Did you give them 20 advice on how they should respond to any questions in 21 their depositions? 22 MS. HARD-WILSON: Objection, form. 23 A. No. 24 Q. (BY MR. FREEMAN) Did you give them advice on 25 how to respond about whether there was a gap between</p>

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<p>1 their employment with ACET Global and Windspeed?</p> <p>2 MS. HARD-WILSON: Objection, form.</p> <p>3 A. I did not give them any advice. ACET Global</p> <p>4 was not -- I mean, Windspeed Trading start working at</p> <p>5 the beginning of October, and they were told that they</p> <p>6 will have a job with ACET Global -- no, no, no. They</p> <p>7 will have a job with Windspeed Trading starting in</p> <p>8 October 2018.</p> <p>9 Q. (BY MR. FREEMAN) Okay.</p> <p>10 A. And I actually paid them with my own funding</p> <p>11 beginning of October 2018.</p> <p>12 Q. Okay. Did you discuss their memories?</p> <p>13 A. Their what?</p> <p>14 Q. Their memories.</p> <p>15 A. What memories?</p> <p>16 Q. Like what they remembered.</p> <p>17 A. No. I do not discuss about their memory what</p> <p>18 they remember.</p> <p>19 Q. Did you tell them that they should ever say in</p> <p>20 their deposition that they could not recall something?</p> <p>21 A. I told them --</p> <p>22 MS. HARD-WILSON: Objection, form.</p> <p>23 A. -- to answer every question truthfully and</p> <p>24 honestly and they should not make up any answers for it.</p> <p>25 If they do not know, they should say they do not know.</p>	<p>1 she was terminated from ACET Global in September?</p> <p>2 MS. HARD-WILSON: Objection, form.</p> <p>3 A. Yes.</p> <p>4 Q. (BY MR. FREEMAN) Okay. What else did you</p> <p>5 tell them to say?</p> <p>6 A. I did not tell them --</p> <p>7 MS. HARD-WILSON: Objection, form.</p> <p>8 A. -- to say anything that is not truthful.</p> <p>9 Q. (BY MR. FREEMAN) Okay. When did you first</p> <p>10 discuss a foreclosure with Super G?</p> <p>11 A. I did not discuss a foreclosure with Super G.</p> <p>12 I never have. Never did.</p> <p>13 Q. Now, Mr. Szeto, you were just speaking a</p> <p>14 little bit ago about a conversation you had with Steven</p> <p>15 Bellah?</p> <p>16 A. Yes.</p> <p>17 Q. And you've always understood him to represent</p> <p>18 Super G?</p> <p>19 A. Yes.</p> <p>20 Q. What was it you were trying to get from him?</p> <p>21 MR. PERRIN: Objection, form.</p> <p>22 A. I try to get from him a letter that he said he</p> <p>23 has, but that's nothing to do with the foreclosure.</p> <p>24 Q. (BY MR. FREEMAN) Nothing to do with the</p> <p>25 foreclosure?</p>
Page 115	Page 117
<p>1 That's what I told them.</p> <p>2 Q. (BY MR. FREEMAN) Okay. When you told them</p> <p>3 that, did you make a face or give any kind of gesture</p> <p>4 that indicated you didn't really mean it?</p> <p>5 MS. HARD-WILSON: Objection, form.</p> <p>6 A. It is very difficult to do that on the phone.</p> <p>7 Q. (BY MR. FREEMAN) Did you have a conversation</p> <p>8 with Dana Tomerlin?</p> <p>9 A. With who?</p> <p>10 Q. With Dana Tomerlin about the deposition?</p> <p>11 A. We have conversation all the time with various</p> <p>12 different topics, and -- every day, basically. So yes,</p> <p>13 the answer is yes, we have conversation every day.</p> <p>14 Q. About her deposition?</p> <p>15 A. No.</p> <p>16 Q. Okay. And that's what I'm specifically asking</p> <p>17 you about.</p> <p>18 A. Well, you did not say that specifically.</p> <p>19 Q. Okay. In your discussion with Dana about her</p> <p>20 deposition, did you tell her to say that she was</p> <p>21 terminated from ACET Global in September?</p> <p>22 A. Yes.</p> <p>23 MS. HARD-WILSON: Objection.</p> <p>24 Q. (BY MR. FREEMAN) And in your discussion with</p> <p>25 Jane Lin about her deposition, did you tell her to say</p>	<p>1 (Simultaneous speaking.)</p> <p>2 THE REPORTER: Guys, guys. Both of you</p> <p>3 are talking at the same time.</p> <p>4 Q. (BY MR. FREEMAN) Go ahead, Mr. Szeto.</p> <p>5 A. Yes?</p> <p>6 THE REPORTER: Mr. Szeto, did you answer</p> <p>7 the question, "Nothing to do with the foreclosure"?</p> <p>8 What was your response to that question? I didn't hear</p> <p>9 it.</p> <p>10 THE WITNESS: Will you repeat the</p> <p>11 question again?</p> <p>12 Q. (BY MR. FREEMAN) The letter you were trying</p> <p>13 to get from Steve Bellah in August or September of 2020,</p> <p>14 what was that letter about?</p> <p>15 A. I was told that letter was about that the</p> <p>16 purchasing of inventory from Super G, and that's what</p> <p>17 the letter was supposed to be all about. I have not</p> <p>18 seen the letter before. I only heard about it from</p> <p>19 Steve, and it was more than something that I'd like to</p> <p>20 have the letter to defend myself on the lawsuit.</p> <p>21 Q. How was it going to help you defend?</p> <p>22 A. Because he told me during that time that I was</p> <p>23 legally be able to buy the inventory, and obviously I</p> <p>24 would like to have everything that -- relating to the</p> <p>25 purchasing of the inventory in my hand. So I ask for</p>

<p style="text-align: right;">Page 118</p> <p>1 the letter.</p> <p>2 Q. Okay. Was that a -- was that letter a Notice</p> <p>3 of Foreclosure?</p> <p>4 A. I do not know what the letter is about. I was</p> <p>5 told the letter that he has that he offer the</p> <p>6 foreclosure of all of the inventory to Mr. Demti and he</p> <p>7 send the letter back to him rejecting that offer. And</p> <p>8 he told me now he could sell me the inventory. And</p> <p>9 that's the only reason why I ask for a copy of the</p> <p>10 letter so I know I have the legal mean to buy the</p> <p>11 inventory.</p> <p>12 Q. After the foreclosure?</p> <p>13 A. After the foreclosure, yes.</p> <p>14 Q. Got it. Why was it important that there be a</p> <p>15 foreclosure?</p> <p>16 MS. HARD-WILSON: Objection, form.</p> <p>17 A. I was not involved with the foreclosure, and I</p> <p>18 cannot answer that question.</p> <p>19 Q. (BY MR. FREEMAN) Did David Hook think it was</p> <p>20 important?</p> <p>21 MS. HARD-WILSON: Objection, form.</p> <p>22 A. I do not know what David Hook thinks.</p> <p>23 Q. (BY MR. FREEMAN) Did Tony Ludlow think it was</p> <p>24 important?</p> <p>25 MS. HARD-WILSON: Objection, form.</p>	<p style="text-align: right;">Page 120</p> <p>1 unit because the building was going to be locked out,</p> <p>2 and they do not want to lose the access to those</p> <p>3 inventory. That was the only thing that Super G asked</p> <p>4 me to do. It was nothing to do with foreclosure or</p> <p>5 whatever.</p> <p>6 Q. Okay. When was that? Was that when you moved</p> <p>7 from ACET to Windspeed?</p> <p>8 A. No. That was when we moved from ACET Global's</p> <p>9 building to a storage unit that we rented and because we</p> <p>10 did not pay rent for a long, long time and the building</p> <p>11 was going to lock us out.</p> <p>12 Q. Okay. Got it. And that's when Super G wanted</p> <p>13 you to hold on to the inventory?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Did they ask you to do that in writing?</p> <p>16 A. No.</p> <p>17 Q. What specifically did they say?</p> <p>18 A. Well, they basically say -- try to find a</p> <p>19 place to move the inventory because the building going</p> <p>20 to be locked down. And that was all that was said.</p> <p>21 Q. Okay. Did Super G need a listing of the</p> <p>22 inventory for the foreclosure sale?</p> <p>23 A. Not particularly for the foreclosure sale, but</p> <p>24 we always have a listing of all the inventory. We keep</p> <p>25 that all the time. We keep up with it all the time. So</p>
<p style="text-align: right;">Page 119</p> <p>1 A. I don't know what they're thinking.</p> <p>2 Q. (BY MR. FREEMAN) Okay. But you weren't</p> <p>3 involved at all in the foreclosure?</p> <p>4 A. I was not involved whatsoever with the</p> <p>5 foreclosure, no.</p> <p>6 Q. And not involved in the preparation of any of</p> <p>7 the documents related to the foreclosure?</p> <p>8 A. No, I was not involved in any form or shape</p> <p>9 with the foreclosure.</p> <p>10 Q. Did you even know it was going on?</p> <p>11 A. No. I do not know what was going on.</p> <p>12 Q. So you only found out about it in March</p> <p>13 of 2019?</p> <p>14 A. Yes.</p> <p>15 Q. But you had nothing to do with it before then?</p> <p>16 A. No, I have nothing to do with whatever they</p> <p>17 were doing with the foreclosure, nothing.</p> <p>18 Q. Did -- who mailed the Notice of Foreclosure</p> <p>19 out?</p> <p>20 A. I cannot --</p> <p>21 MS. HARD-WILSON: Objection, form.</p> <p>22 A. -- tell you.</p> <p>23 Q. (BY MR. FREEMAN) Did Super G ever ask you to</p> <p>24 hold on to the inventory for it after it had foreclosed?</p> <p>25 A. Super G asked me to move the inventory to a</p>	<p style="text-align: right;">Page 121</p> <p>1 yes, I gave them a listing of all the inventory.</p> <p>2 Whether it was for foreclosure sale or for foreclosure,</p> <p>3 I do not know the application of it.</p> <p>4 Q. Okay. But at some point they asked you for an</p> <p>5 inventory for the foreclosure process?</p> <p>6 MS. HARD-WILSON: Objection, form.</p> <p>7 A. Not particularly for the foreclosure process.</p> <p>8 They ask for a listing of all the inventory, yes.</p> <p>9 Q. (BY MR. FREEMAN) Okay. Who asked you --</p> <p>10 A. I don't know what it's for.</p> <p>11 Q. Who asked you for that?</p> <p>12 A. I believe either was Matt or Steve, but I</p> <p>13 cannot tell you for sure.</p> <p>14 Q. Matt Denegre or Steve Bellah?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And you don't know exactly why they</p> <p>17 needed it?</p> <p>18 A. Yes, I do not know why they needed it.</p> <p>19 Q. Was that a normal request?</p> <p>20 A. It is not an abnormal request. They sometimes</p> <p>21 say, What do you have in the inventory? Like I said, I</p> <p>22 keep up with the inventory every day as part of the</p> <p>23 business. So I have that list.</p> <p>24 Q. Did they ever ask you for a copy of an</p> <p>25 inventory any other time?</p>

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1 A. Yes.  
2 Q. When?  
3 A. I cannot tell you for sure when, but yes, they  
4 do ask for a copy of the inventory. That's why we keep  
5 a list all the time.  
6 Q. Okay. And would you generally send those by  
7 email?  
8 A. No. Well, when they ask for it, yes, I will  
9 send those by email, but I cannot tell you when was the  
10 last time they ask for it.  
11 Q. And in this case as part of the discovery, did  
12 you search all your emails for correspondence with them?  
13 A. The email was long gone after we close --  
14 after ACET Global was closed. And I no longer have  
15 access of any emails.  
16 Q. What happened to all those emails?  
17 A. I don't know. I cannot tell you. When we  
18 stop paying, the people who manage the email for us,  
19 they were all gone.  
20 Q. So you got rid of all of those emails?  
21 MS. HARD-WILSON: Objection, form.  
22 A. Huh?  
23 Q. (BY MR. FREEMAN) Did you get rid of all of  
24 emails?  
25 MR. PERRIN: Objection, form.

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1 A. I did not get rid of it, but when we stop  
2 paying for the email, they took it all away.  
3 Q. So all of your ACET Global emails were gone?  
4 A. As far as I know, they were all gone.  
5 Q. And that's all your correspondence with Matt  
6 Denegre?  
7 A. As far as I know, all emails were gone when we  
8 stop paying them.  
9 Q. And your correspondence with David Hook was  
10 all gone?  
11 MR. PERRIN: Objection, form.  
12 A. I don't think there was any exception. They  
13 were all gone, yes.  
14 Q. (BY MR. FREEMAN) So also all of your  
15 correspondence with Tony Ludlow was gone?  
16 MR. PERRIN: Objection, form.  
17 A. Yes.  
18 Q. (BY MR. FREEMAN) And all your correspondence  
19 with Baymark Partners was gone?  
20 MR. PERRIN: Objection, form.  
21 MS. HARD-WILSON: Objection, form.  
22 A. Yes.  
23 Q. (BY MR. FREEMAN) All your correspondence with  
24 Super G was gone?  
25 MS. HARD-WILSON: Objection, form.

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1 A. Yes.  
2 Q. (BY MR. FREEMAN) And that was all at that  
3 same time you formed Windspeed?  
4 A. Not at the same time, but that was --  
5 Windspeed was formed after I got funding at the end of  
6 October. I think that was gone before that. I cannot  
7 tell you for sure. But we stopped paying the people who  
8 manage the emails, and they took away our email address  
9 and all the correspondence was gone. I was too late to  
10 get a copy of it. So I did not have a copy of it.  
11 Q. So you lost all of your ACET Global emails  
12 around the time that you started Windspeed?  
13 A. Yes.  
14 Q. And that you lost all of the employees' ACET  
15 Global emails about the time you formed Windspeed?  
16 A. Yes.  
17 Q. Did you make a backup of those emails?  
18 A. No.  
19 MS. HARD-WILSON: Objection, form.  
20 A. We did not make a backup of those emails.  
21 Q. (BY MR. FREEMAN) Did you -- did you do  
22 anything to try to save those emails?  
23 A. We tried to talk to the people to who manage  
24 our email. It was too late.  
25 Q. Why were you trying to get those emails?

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1 A. Just trying to get some records of what we  
2 have, but it was too late, and we couldn't get it.  
3 Q. Did you need those to figure out whose assets  
4 were what?  
5 MS. HARD-WILSON: Objection, form.  
6 A. We don't need those at that time, and I don't  
7 need those emails to figure out what's going on. So we  
8 just let it go.  
9 Q. (BY MR. FREEMAN) You weren't worried about  
10 it; you just let all those emails go?  
11 MS. HARD-WILSON: Objection, form.  
12 A. Yes. I'm still not worried about it.  
13 Q. Still not worried about it? You let all those  
14 emails go about the same time you formed Windspeed?  
15 MR. PERRIN: Objection, form.  
16 Q. (BY MR. FREEMAN) Were there any emails --  
17 THE REPORTER: Wait. Jason, I didn't get  
18 an answer to that question.  
19 THE WITNESS: What was the question?  
20 (Requested portion was read.)  
21 A. About the same time, yes.  
22 MR. PERRIN: Objection, form.  
23 Q. (BY MR. FREEMAN) Were there emails -- were  
24 there emails in there, those emails that were lost,  
25 were there emails in there between ACET Global and Super



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1 G?

2 MS. HARD-WILSON: Objection, form.

3 A. There's all kind of email, and I cannot tell

4 you from whom or what, but it was gone.

5 Q. (BY MR. FREEMAN) Were there emails in there

6 about loans with Super G?

7 MR. PERRIN: Objection, form.

8 A. I assume there was email in there to talk

9 about the loan I had with Super G, yes. I assume that

10 is the case. But I cannot specifically tell you, yes,

11 there is one or two or what. I assume there has to be

12 some.

13 Q. (BY MR. FREEMAN) Okay. Were there emails in

14 there about inventory?

15 A. No.

16 Q. Nothing on your --

17 A. Not that I know of. There's nothing that we

18 need to talk about inventory at that time.

19 Q. Okay. During the time that you worked at ACET

20 Global, did you ever have emails about inventory?

21 A. I have inventory -- a list of inventory every

22 day. I already said that. So is there an email

23 concerning inventory? There may be some, but not in the

24 issue of buying or selling inventory, no.

25 Q. Okay. But there were emails about inventory?

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1 MR. PERRIN: Objection, form.

2 A. I'm sure there's email concerning inventory

3 because I have inventory every day, so I know what's in

4 the warehouse.

5 Q. (BY MR. FREEMAN) Okay. Were there emails

6 about -- were there emails about the restructuring of

7 ACET Global?

8 MS. HARD-WILSON: Objection, form.

9 A. No.

10 Q. (BY MR. FREEMAN) Were there emails about

11 forming a new company after ACET Global?

12 A. No. There's no such email concerning the

13 restructuring or forming a new company after ACET

14 Global.

15 Q. You're certain about that?

16 A. I am very certain about that.

17 Q. Okay. How can you be so certain?

18 A. Because I know when that I have that idea of

19 starting a new company, and I was -- I'm certain about

20 that. And there was no concept of starting a new

21 company even then. So I'm certain that there was no

22 such discussion whatsoever concerning a new company.

23 Q. So there wasn't any discussion about starting

24 a new company until after you had formed Windspeed?

25 A. I think that the discussion about forming

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1 Windspeed was all the conversation I have with my son,

2 Alex Szeto, and one day after dinner, and I said, Hey,

3 maybe it's a good idea, go ahead and start a new

4 company. And he helped me with starting a new company

5 and that was long after -- long before that we even talk

6 about getting funding for it.

7 I am very familiar with the process of

8 raising funds. I work with venture capitalists for a

9 long, long time, and I thought I could get funding from

10 venture capitalist. It didn't turn out that way, but

11 you know, this is not the first time I start a new

12 company. I started about ten different companies

13 before. So it's just a thought that came up to my head

14 and had nothing to do with ACET Global or nothing to do

15 with anything else.

16 Q. You know, when you're talking with your son

17 about it, did you say, like, We could form this new

18 company and carry on ACET Global's --

19 A. No --

20 Q. -- operations or --

21 MS. HARD-WILSON: Objection --

22 A. -- nothing to do with ACET Global.

23 THE REPORTER: Guys, guys. Please, stop.

24 I had three people talking to me at the same time, and

25 it's gone. So, Mr. Szeto, please, before you answer,

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1 please let Jason finish his question, give your attorney

2 a moment to object and then you answer. Please.

3 This record is going to be a mess, guys,

4 if you don't help me out with this.

5 MR. FREEMAN: Yes, ma'am.

6 Q. (BY MR. FREEMAN) Mr. Szeto, at the time you

7 formed Windspeed, were you concerned about a potential

8 lawsuit related to ACET?

9 A. No.

10 Q. Weren't concerned about whether ACET was going

11 to fail to pay any of its loans?

12 A. When you have a loan, you're always concerned

13 about failure to pay the loan. So it's nothing new.

14 Q. So you're always kind of concerned there could

15 be a lawsuit about a loan that's --

16 MR. PERRIN: Objection, form.

17 Q. (BY MR. FREEMAN) Were you always kind of

18 concerned that there could be a lawsuit over a loan

19 that's not paid back?

20 MR. PERRIN: Objection, form.

21 Q. (BY MR. FREEMAN) Mr. Szeto?

22 A. Yes, there's always concern. When you don't

23 pay back a loan, there's always concern. But that was

24 not the thing I was concerned about at that time.

25 Q. (BY MR. FREEMAN) That wasn't why you let the

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1 emails go away around the time you formed Windspeed,  
2 correct?  
3 MR. PERRIN: Objection, form.  
4 A. No.  
5 Q. (BY MR. FREEMAN) But you were -- you were at  
6 least -- you're always kind of, like, worried that there  
7 could be a lawsuit about ACET not paying its loan?  
8 MR. PERRIN: Objection, form.  
9 MS. HARD-WILSON: Objection, form.  
10 Q. (BY MR. FREEMAN) Is that correct?  
11 A. No, that's not correct.  
12 Q. You didn't care at all that ACET didn't pay  
13 its loans, did you?  
14 MS. HARD-WILSON: Objection, form.  
15 A. That's not the correct way to say that. I'm  
16 always concerned about not paying back the loan, but  
17 that was not the reason why our email were gone. So  
18 that was incorrect what you said.  
19 Q. (BY MR. FREEMAN) Got it. Were you concerned  
20 that Super G might sue ACET Global?  
21 A. I do not know what they were going to do, and  
22 I was not concerned.  
23 Q. Okay. Did you have any concern that Tomer  
24 Damti might sue ACET Global?  
25 A. I did not know what Tomer was going to do. I

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1 do not know, and I don't have any concerns.  
2 Q. But you knew there was a significant liability  
3 owed by ACET Global to Tomer Damti?  
4 A. I do not know any details of that.  
5 Q. You didn't know anything about a loan being  
6 owed by ACET Global to Tomer Damti?  
7 A. I do not know anything, any loan that ACET  
8 Global owned to Tomer Damti because that is the least of  
9 my concern at that time. I was told to take care of  
10 ACET Global, and I was not involved with any details  
11 between Tomer Damti and the others.  
12 Q. Was that loan owed by ACET Global to Tomer  
13 Damti ever reflected on any of your accounting records  
14 at ACET Global?  
15 MR. PERRIN: Objection, form.  
16 A. That's not something I look at, and there was  
17 so many things at that time that I look at. That was  
18 not one of the things I look at.  
19 Q. (BY MR. FREEMAN) Were you ever made aware  
20 that ACET Global owed a note to Tomer Damti?  
21 A. No, I was -- I did not know anything about it.  
22 Q. Okay. Going back to the inventory listing for  
23 the foreclosure sale, did Super G need an inventory --  
24 an inventory listing from you so they could complete  
25 that foreclosure sale?

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1 MS. HARD-WILSON: Objection, form.  
2 MR. PERRIN: Objection, form.  
3 Q. (BY MR. FREEMAN) Mr. Szeto?  
4 A. I provided an inventory list, and I do not  
5 know what the application would be.  
6 Q. Okay.  
7 (Exhibit 33 marked.)  
8 Q. (BY MR. FREEMAN) I'm going to put on the  
9 screen what's marked as Exhibit 33. Do you see that,  
10 sir?  
11 A. Yes, sir.  
12 Q. Does that appear to be an email from Brian  
13 Vanderwoude to Julie Smith on January 28th, 2019?  
14 A. Okay.  
15 Q. Okay. Let's read this to you to make sure  
16 that it comes across as correct. But first, I want to  
17 ask you, what is the subject line?  
18 A. It is ACET inventory as of 1/24/2019.  
19 Q. Okay. So that's -- this letter sent from  
20 Julie Smith -- or sent to Julie Smith on January 28th,  
21 2019, has a subject line of ACET inventory as of  
22 1/24/2019; is that correct?  
23 A. Yes.  
24 Q. Okay. And this email says, if you'll follow  
25 along with me, "Sorry for the delay. I'm in arbitration

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1 all week this week. I have traded voicemails with Steve  
2 at Super G. I recall a discussion about giving Tomer  
3 notice that we had foreclosed and an opportunity to  
4 purchase the assets knowing he wouldn't."  
5 A. Yes.  
6 Q. "I wasn't necessarily contemplating that he  
7 would be copied on the formal Notice of Foreclosure  
8 since he's an unsecured creditor and thus isn't entitled  
9 to notice under the UCC."  
10 Did I read that correctly?  
11 A. Yes.  
12 Q. Let's see here. I want to just go down below  
13 that. There appears to be an email below that from  
14 Julie Smith to Brian Vanderwoude earlier that same day,  
15 January 28th, 2019. Do you see that?  
16 A. Yes.  
17 Q. And it says from Julie Smith, her signature  
18 block states that she's a shareholder at Hallett &  
19 Perrin, PC; is that correct?  
20 A. I can read from the paper, yes.  
21 Q. Did you ever have any dealings with Julie  
22 Smith?  
23 A. Yes, I did. A few things here and there, but  
24 that was it.  
25 Q. Did she help Windspeed sometimes?

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1 A. No.  
2 Q. No? Her email here says -- here -- "Brian,  
3 here's an updated inventory listing for the foreclosure  
4 agreement. Any word from Super G?"  
5 Do you see that?  
6 A. Yes.  
7 Q. Where did she get that inventory listing?  
8 A. I do not know. I did not give it to her  
9 directly, so I cannot tell you for sure.  
10 Q. So if you didn't do it directly, then you've  
11 got no involvement, right?  
12 A. I have no involvement whatsoever with this  
13 issue.  
14 Q. None at all?  
15 A. None at all.  
16 Q. Okay. So I want to look below there. There's  
17 an email from Matt Denegre sending the inventory to  
18 Julie Smith on January 28th, 2019, a little earlier that  
19 day, 11:42 a.m.  
20 A. Uh-huh.  
21 Q. Is that correct?  
22 A. Yes.  
23 Q. What's the subject line of that inventory --  
24 of that email?  
25 A. Which one?

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1 Q. This email from Matt Denegre. It says,  
2 subject line, Forward ACET inventory as of 1/24/2019; is  
3 that correct?  
4 A. Yes.  
5 Q. Okay. How did Matt Denegre get the ACET  
6 inventory?  
7 A. I sent it to him.  
8 Q. Oh. So Matt Denegre asked for the inventory?  
9 A. Yes.  
10 Q. Okay. And so if you see here, is this an  
11 email from you to Matt Denegre sending that inventory?  
12 A. Yes.  
13 Q. And you wrote the subject line on this email,  
14 didn't you?  
15 A. Yes.  
16 Q. And it -- that subject line says, "ACET  
17 inventory as of 1/24/2019"; is that correct?  
18 A. Yes.  
19 Q. Uh-huh. And this was sent on January 28th,  
20 2019; is that correct?  
21 A. Yes.  
22 Q. What did you think this inventory was being  
23 used for?  
24 A. I do not know.  
25 Q. Okay. Now, I thought you testified earlier

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1 that you didn't have any of the ACET inventory records  
2 or software.  
3 A. No --  
4 MR. PERRIN: Objection --  
5 A. I said --  
6 MR. PERRIN: Objection, form.  
7 A. Okay. I'm sorry.  
8 Q. (BY MR. FREEMAN) How did you know what ACET's  
9 inventory was as of January 24th, 2019?  
10 A. We keep track of inventory until that time.  
11 We have inventory -- we have a listing of inventory all  
12 the time, even at 1/24/2019. And we keep track of the  
13 inventory, yes.  
14 Q. Who was involved in preparing this inventory?  
15 A. All of my staff, Dana and other who prepare  
16 the inventory. It's the same inventory listing.  
17 Nothing would change even after that.  
18 Q. So all your employees were involved in it?  
19 A. Yes.  
20 Q. Okay. But I thought you testified earlier  
21 that they wouldn't need to know anything outside their  
22 roles?  
23 A. Well, they don't need anything outside the  
24 role, yes, it's true, but they certainly know what is in  
25 the warehouse.

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1 Q. So if any employee testified to me in a  
2 deposition that they had no role in preparing this  
3 inventory, they would be lying?  
4 MR. PERRIN: Objection, form.  
5 A. Yes.  
6 Q. (BY MR. FREEMAN) Your answer is yes?  
7 A. Yes, they would be lying if they said they  
8 don't know anything about the inventory.  
9 Q. And so if any of your employees testified to  
10 me in a deposition that they had no role in preparing  
11 this inventory, they would be incorrect?  
12 A. Yes.  
13 MR. PERRIN: Objection, form.  
14 Q. (BY MR. FREEMAN) Because you told them to  
15 prepare this inventory, correct?  
16 A. It is the normal function to prepare the  
17 inventory but not at that time for ACET Global anymore  
18 because ACET Global is closed. So that will be our old  
19 inventory that was prepared long before ACET Global was  
20 closed.  
21 Q. Okay.  
22 A. Not a new inventory.  
23 Q. Do you think of any of your employees might  
24 have felt uncomfortable about testifying about an area  
25 that was outside their defined role?

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<p>1 MR. PERRIN: Objection, form.</p> <p>2 MS. HARD-WILSON: Objection, form.</p> <p>3 A. I cannot tell you that.</p> <p>4 Q. (BY MR. FREEMAN) No idea why they might have</p> <p>5 felt uncomfortable testifying about that?</p> <p>6 MS. HARD-WILSON: Objection, form.</p> <p>7 A. I have no idea.</p> <p>8 Q. (BY MR. FREEMAN) Okay. But you got this</p> <p>9 inventory together. You told them to get it together,</p> <p>10 correct?</p> <p>11 A. That was before ACET Global was closed. So we</p> <p>12 have that -- that is our old inventory that was done</p> <p>13 before September of 2018.</p> <p>14 Q. Okay. What date is this email that you sent?</p> <p>15 A. The email I sent was January 28th, but that</p> <p>16 was the old inventory.</p> <p>17 Q. What's the subject line?</p> <p>18 A. Inventory as of 1/24.</p> <p>19 Q. Okay. Who represented Windspeed in the</p> <p>20 foreclosure process?</p> <p>21 MS. HARD-WILSON: Objection, form.</p> <p>22 A. Nobody represent Windspeed in the foreclosure</p> <p>23 process. We did not get involved in whatsoever with the</p> <p>24 Windspeed foreclosure process.</p> <p>25 Q. (BY MR. FREEMAN) No involvement at all with</p>	<p>1 A. Yes.</p> <p>2 Q. Okay. And is the subject line Windspeed/Super</p> <p>3 G loan agreement?</p> <p>4 A. Yes.</p> <p>5 Q. Did Windspeed get a new loan from Super G in</p> <p>6 March of 2019?</p> <p>7 A. Yes, we did.</p> <p>8 Q. Okay. Do you know when that happened?</p> <p>9 A. I don't know the exact date, but it was about</p> <p>10 that time of March, at the end of March.</p> <p>11 Q. End of March?</p> <p>12 A. Yes.</p> <p>13 Q. Not early March, right? Do you know when you</p> <p>14 signed it?</p> <p>15 A. I don't remember exactly when I signed it, but</p> <p>16 it was sometime in March.</p> <p>17 Q. Okay. Sometime after March 27th?</p> <p>18 A. Yeah.</p> <p>19 Q. Sure. The attachments that are listed here,</p> <p>20 it refers to a foreclosure sale agreement; is that</p> <p>21 correct?</p> <p>22 A. Yes.</p> <p>23 Q. Uh-huh. And an A&amp;R loan agreement?</p> <p>24 A. Yes.</p> <p>25 Q. And an Assignment and Assumption Agreement?</p>
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<p>1 the foreclosure process?</p> <p>2 MS. HARD-WILSON: Objection, form.</p> <p>3 A. Absolutely not.</p> <p>4 Q. (BY MR. FREEMAN) Okay. Was anybody looking</p> <p>5 out for Windspeed in the foreclosure process?</p> <p>6 MS. HARD-WILSON: Objection, form.</p> <p>7 A. Not that I know of.</p> <p>8 Q. (BY MR. FREEMAN) Did you need the Baymark</p> <p>9 parties and Super G to be board members of Windspeed so</p> <p>10 you could make sure that Windspeed got ACET Global's</p> <p>11 inventory?</p> <p>12 MR. PERRIN: Objection, form.</p> <p>13 A. No. That's wrong.</p> <p>14 Q. (BY MR. FREEMAN) Okay. Okay. I'm going to</p> <p>15 show you, Mr. Szeto, what's marked as Exhibit 34. Do</p> <p>16 you see this document?</p> <p>17 A. Yes.</p> <p>18 (Exhibit 34 marked.)</p> <p>19 Q. (BY MR. FREEMAN) Okay. Does this appear to</p> <p>20 be an email?</p> <p>21 A. Yes.</p> <p>22 Q. Does it appear to be an email from Brian</p> <p>23 Vanderwoude to Julie Smith?</p> <p>24 A. Yes.</p> <p>25 Q. March 27th, 2019?</p>	<p>1 A. Yes.</p> <p>2 Q. And the email from Brian Vanderwoude below</p> <p>3 that, it says, "I've confirmed that scanned copies</p> <p>4 acceptable to Super G. Fully executed copies of the</p> <p>5 documents are attached. Glad we were able to get this</p> <p>6 finalized."</p> <p>7 Is that correct?</p> <p>8 A. Yes.</p> <p>9 Q. There's an email right below that from Julie</p> <p>10 Smith; is that correct?</p> <p>11 A. Yes.</p> <p>12 Q. And Julie Smith's signature block states that</p> <p>13 she is a shareholder at Hallett &amp; Perrin; is that</p> <p>14 correct?</p> <p>15 A. As far as I know, yes.</p> <p>16 Q. Okay. And her email says, "I just emailed</p> <p>17 Windspeed to ask. I'll let you know."</p> <p>18 Is that correct?</p> <p>19 A. Uh-huh.</p> <p>20 Q. Okay. Did you get an email from Julie Smith</p> <p>21 about this?</p> <p>22 A. I cannot remember.</p> <p>23 Q. Okay. There's an email right below that</p> <p>24 that's dated March 26th, 2019; is that correct?</p> <p>25 A. Yes.</p>

<p style="text-align: right;">Page 142</p> <p>1 Q. It's from Brian Vanderwoude to Julie Smith; is 2 that correct? 3 A. Uh-huh. 4 Q. And it says, "Just following up to see when we 5 can expect to receive Windspeed's signature page." 6 Is that correct? 7 A. Yes. 8 Q. Any idea why Brian is emailing Julie Smith to 9 get that signature page? 10 A. I have -- 11 MS. HARD-WILSON: Objection, form. 12 A. I have no idea because I -- we have no 13 involvement whatsoever concerning the sales and all 14 that. And that was the -- that one I know at that time. 15 Q. (BY MR. FREEMAN) Okay. Let me go down here 16 to this email right below that is an email dated 17 March 21st, 2019; is that correct? 18 A. Yes. 19 Q. And that's an email from Julie Smith to Brian 20 Vanderwoude; is that correct? 21 A. Uh-huh. 22 Q. Okay. And if you look at her signature block, 23 is Julie Smith a shareholder in Hallett &amp; Perrin? 24 A. Yes. 25 Q. And it says, "Brian, we are good to go with</p>	<p style="text-align: right;">Page 144</p> <p>1 MS. HARD-WILSON: Objection, form. 2 A. I do not know. 3 Q. (BY MR. FREEMAN) Who do you believe drafted 4 it? 5 MR. PERRIN: Objection, form. 6 A. I do not know. 7 Q. (BY MR. FREEMAN) Okay. Did Julie Smith have 8 to get some information from Windspeed to prepare these 9 forms? 10 A. I did not -- I don't remember providing any 11 information to Julie Smith. 12 Q. Did she need to know how much the loan was? 13 A. She did not get that number from me. 14 Q. Did she need to know whether any payments had 15 been made on loans? 16 MR. PERRIN: Objection, form. 17 A. She did not get that number from me. 18 Q. (BY MR. FREEMAN) Okay. If you look down 19 below, there's an email on this thread from Julie Smith 20 to Brian Vanderwoude dated March 20th, 2019; is that 21 correct? 22 A. Yes. 23 Q. And she's got an email there with a number of 24 items. One of them is "Amount of loan" in the listing; 25 is that correct?</p>
<p style="text-align: right;">Page 143</p> <p>1 the documents. I will have Windspeed execute the 2 signature pages and forward them to you." 3 Is that correct? 4 A. Yes. 5 Q. Okay. Did Julie Smith facilitate the 6 signature pages? 7 A. As far as I know, yes. 8 Q. Okay. Who drafted the Foreclosure Sale 9 Agreement? 10 MS. HARD-WILSON: Objection, form. 11 Q. (BY MR. FREEMAN) Isn't that the signature 12 page she's referring to here? 13 A. Yes. 14 Q. You testified -- 15 A. I think that's what she refer to. 16 Q. Didn't you sign the Foreclosure Sale 17 Agreement? 18 A. Yes, I think I did. 19 Q. But I thought you had nothing to do with 20 foreclosure? 21 MR. PERRIN: Objection, form. 22 A. I had nothing to do with the foreclosure, but 23 I signed the sales agreement afterwards. 24 Q. (BY MR. FREEMAN) Okay. Do you know who 25 drafted the Foreclosure Sale Agreement?</p>	<p style="text-align: right;">Page 145</p> <p>1 A. Yes. I can see that number. 2 Q. Okay. "I understand from Windspeed that 3 payments have been made on the loan." 4 Is that correct? 5 A. I can see that, but I don't know the details. 6 Q. Okay. Does it say, "Would you confirm with 7 Super G that \$516,844.86 is still the current balance"? 8 A. I can see that from that email, yes. 9 Q. Okay. I want to go down and look at the 10 attachments here, if you'll keep scrolling with me. Is 11 this a document on your screen that states, Foreclosure 12 Sale Agreement between Windspeed Trading, LLC and Super 13 G Capital, LLC? 14 A. Yes. 15 Q. And does it say that it's dated as of 16 March 1st, 2019? 17 A. Yes, I see that date. 18 Q. Okay. Did you sign this as of March 1st, 19 2019? 20 A. Not that particular document. 21 Q. Okay. Had you ever seen this document before? 22 A. I have seen the document afterwards. 23 Q. Okay. After it was signed? 24 A. Yes. 25 Q. So was it not your signature on there?</p>

<p style="text-align: right;">Page 146</p> <p>1 A. No. I signed the signature page, yes.</p> <p>2 Q. Okay. So you saw this document before you</p> <p>3 signed it?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. If you'll look with me on Section 9.4</p> <p>6 of the document, "Notices," and there is Bates labeled</p> <p>7 Page BP 004265 in the bottom right corner.</p> <p>8 A. Yes.</p> <p>9 Q. It refers to required notices, and the first</p> <p>10 one is if there is a notice required to the buyer that</p> <p>11 it would be sent to Windspeed Trading to your attention;</p> <p>12 is that correct?</p> <p>13 A. Yes.</p> <p>14 Q. And then it says with a required copy to Julie</p> <p>15 Smith of Hallett &amp; Perrin, PC; is that correct?</p> <p>16 A. Yes.</p> <p>17 Q. Did you ask Ms. Smith to make sure she got a</p> <p>18 copy of anything that went to Windspeed?</p> <p>19 A. I did not ask her specifically for that, no.</p> <p>20 Q. Why is she listed as the person to whom a</p> <p>21 notice would be sent?</p> <p>22 A. I cannot tell you for sure.</p> <p>23 Q. No idea?</p> <p>24 A. No idea.</p> <p>25 Q. Okay. Is that your signature?</p>	<p style="text-align: right;">Page 148</p> <p>1 projections?</p> <p>2 A. I don't think that we provide projection in</p> <p>3 2019.</p> <p>4 Q. Okay. Why not?</p> <p>5 A. Because we cannot provide projections. We</p> <p>6 were still trying to get started.</p> <p>7 Q. Okay. Do you know when Baymark began the</p> <p>8 process or -- strike that.</p> <p>9 Do you know when Baymark began</p> <p>10 coordinating with Super G on the foreclosure?</p> <p>11 MS. HARD-WILSON: Objection, form.</p> <p>12 A. I do not know any details.</p> <p>13 (Exhibit 35 marked.)</p> <p>14 Q. (BY MR. FREEMAN) Okay. We're going to put up</p> <p>15 what's marked as Exhibit 35. Do you see this, sir?</p> <p>16 A. Yes.</p> <p>17 Q. All right. Is this an email from Matt Denegre</p> <p>18 to Steve Bellah?</p> <p>19 A. Yes.</p> <p>20 Q. Is it dated October 23rd, 2018?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. When did you form Windspeed?</p> <p>23 A. That was at the end of October after we</p> <p>24 received the funding.</p> <p>25 Q. Okay. This email has the subject line ACET;</p>
<p style="text-align: right;">Page 147</p> <p>1 A. Yes.</p> <p>2 Q. On -- this is the eighteenth page of</p> <p>3 Exhibit 34, Bates labeled BP 004268; is that correct?</p> <p>4 A. Yes.</p> <p>5 Q. Was Baymark counsel involved in the</p> <p>6 foreclosure?</p> <p>7 A. I do not know.</p> <p>8 Q. You don't know if Baymark's counsel was</p> <p>9 involved?</p> <p>10 A. No, I do not know who was involved with it</p> <p>11 because I was not involved with it.</p> <p>12 Q. Based on what you just saw there with the</p> <p>13 correspondence with Julie Smith, do you believe</p> <p>14 Baymark's counsel was involved?</p> <p>15 MS. HARD-WILSON: Objection, form.</p> <p>16 A. I cannot tell for sure.</p> <p>17 MR. PERRIN: Objection, form.</p> <p>18 Q. (BY MR. FREEMAN) Okay. Was Baymark needing</p> <p>19 to get any financial information from Windspeed in early</p> <p>20 2019?</p> <p>21 A. From where?</p> <p>22 Q. From Windspeed.</p> <p>23 A. Baymark has financial information from</p> <p>24 Windspeed in 2019, yes.</p> <p>25 Q. Okay. Did they need information about</p>	<p style="text-align: right;">Page 149</p> <p>1 is that correct?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. Why does this have an email subject</p> <p>4 line ACET?</p> <p>5 MR. PERRIN: Objection, form.</p> <p>6 MS. HARD-WILSON: Objection, form.</p> <p>7 A. I do not have any idea.</p> <p>8 Q. (BY MR. FREEMAN) Okay. The email, does it</p> <p>9 say, "Steve, I would like to discuss our next steps for</p> <p>10 ACET Global and get your thoughts on how to move forward</p> <p>11 with foreclosure."</p> <p>12 Did I read that correct?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. And is this email from Matt Denegre?</p> <p>15 A. Yes. As I can see, yes.</p> <p>16 Q. And does his signature line say Baymark</p> <p>17 Partners?</p> <p>18 A. Yes.</p> <p>19 Q. And does it refer to a website called</p> <p>20 BaymarkPartners.com?</p> <p>21 A. Yes.</p> <p>22 Q. Is that his Baymark Partners' phone number?</p> <p>23 A. I assume it is.</p> <p>24 Q. Okay. So did you have any idea that this was</p> <p>25 going on around the same time that you formed Windspeed?</p>



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1 MR. PERRIN: Objection, form.  
2 A. No, I have no idea.  
3 Q. (BY MR. FREEMAN) No idea this was going on?  
4 A. Right.  
5 Q. Okay.  
6 MR. FREEMAN: This is good place to stop  
7 for lunch.  
8 THE WITNESS: Okay.  
9 (Break taken from 12:50 p.m. to 1:27 p.m.)  
10 Q. (BY MR. FREEMAN) Back on the record.  
11 Mr. Szeto, we're back from lunch. We are going to pick  
12 up, kind of, where we left off. I want to talk a little  
13 bit about the transition from ACET Global to Windspeed  
14 Trading and the timing of that.  
15 MR. PERRIN: Objection, form.  
16 Q. (BY MR. FREEMAN) In September of 2018, did  
17 any of these people work for ACET Global: Sai Vattana?  
18 Did Sai Vattana work for --  
19 A. No.  
20 Q. Not in September of 2018?  
21 A. Who are you talking about?  
22 Q. Sai Vattana?  
23 A. Yes.  
24 Q. Sai worked for ACET Global in September  
25 of 2018. Did Jane Lin work for ACET Global in September

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1 of 2018?  
2 A. Yes.  
3 Q. Did Dana Tomerlin work for ACET Global in  
4 September of 2018?  
5 A. Yes.  
6 Q. Did Paul Ketter?  
7 A. Paula.  
8 Q. Paula Ketter, excuse me.  
9 A. Yes.  
10 Q. Did Vanessa Torres?  
11 A. Yes.  
12 Q. Okay. Now, in September or October of 2018,  
13 did any of these people work for Windspeed: Sai  
14 Vattana?  
15 A. Yes.  
16 Q. Jane Lin?  
17 A. Yes.  
18 Q. Dana Tomerlin?  
19 A. Yes.  
20 Q. Paula Ketter?  
21 A. Yes.  
22 Q. Vanessa Torres?  
23 A. Yes.  
24 Q. Were those all of the employees that were at  
25 ACET Global previously?

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1 A. Yes.  
2 Q. And they all came to work for Windspeed?  
3 A. Yes.  
4 Q. Including yourself?  
5 A. Yes.  
6 Q. Did you terminate each of those employees of  
7 ACET Global?  
8 A. Yes.  
9 Q. And did you terminate each of them prior to  
10 hiring them as employees of Windspeed?  
11 A. Yes.  
12 Q. Okay. And so -- and when was that?  
13 A. When was what?  
14 Q. When did you terminate them?  
15 A. At the end of September.  
16 Q. The end of September. So they did not work  
17 for Windspeed during October of 2018; is that correct?  
18 A. Yes. They were working part of the time in  
19 October.  
20 Q. Okay. Can you explain that?  
21 A. Because we didn't have money to pay them.  
22 Q. Who didn't have money to pay them?  
23 A. Windspeed did not get their funding until end  
24 of October.  
25 Q. When did it get funding?

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1 A. I believe it is, like, October 20th.  
2 Q. So they worked for Windspeed in October  
3 of 2018 or not?  
4 A. They did, and because we were start planning  
5 on buying stuff for Windspeed. So we did work.  
6 Q. Okay. And so tell me how you terminated them.  
7 A. I sent them, each one of them, an email  
8 telling them are terminated as of the end of September.  
9 Q. And when did you send that email?  
10 A. Oh, I think it is end of September.  
11 Q. Like, you sent it the same day that they were  
12 terminated?  
13 A. Basically, yes.  
14 Q. Okay. What does "basically" mean?  
15 A. I don't know exactly what date, but --  
16 Q. But as of the end of September -- can you tell  
17 me what you're looking at?  
18 A. I am looking at -- let me see. Do I find  
19 the --  
20 Q. I'm going to need to know what it is exactly  
21 you're looking at.  
22 A. The email was sent on October 9, 2018.  
23 Q. Mr. Szeto --  
24 A. All the employee that effective September 28  
25 they are being terminated.

Page 154

1 Q. Are those notes, Mr. Szeto?

2 A. Huh?

3 Q. Are those notes that you're reading from?

4 A. Yes. Those are email that I sent, a copy of

5 the email.

6 Q. That's a copy of the email. Okay. So you

7 didn't terminate them in September then?

8 A. Well, I told them that they are terminated as

9 of September 28th.

10 Q. So you terminated retrospectively?

11 A. If you want to call it that way, yes.

12 Q. Okay. I'm showing you what's marked as

13 Exhibit 26 on the screen.

14 A. Uh-huh.

15 Q. Do you recognize this document?

16 A. Yes.

17 (Exhibit 26 marked.)

18 Q. (BY MR. FREEMAN) Should look pretty familiar,

19 right?

20 A. Yes.

21 Q. Is that on top of your package of documents

22 there?

23 A. Yes.

24 Q. And is this an email from you?

25 A. Yes.

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1 Q. Is it dated October 9th, 2018?

2 A. Yes.

3 Q. It's an email to Jane Lin?

4 A. Yes.

5 Q. And is the subject line "Your employment with

6 ACET Global"?

7 A. Yes.

8 Q. Okay. And is this sent from your ACET Global

9 email address?

10 A. Yes.

11 Q. And does this say, "Jane, this is to inform

12 you that your employment with ACET Global is terminated

13 effective September 28th, 2018"?

14 A. Yes.

15 Q. Okay. And so do you understand this to have

16 terminated her as of September 28th, 2018?

17 A. Yes.

18 Q. Okay. Was there a reason that you backdated

19 this termination?

20 A. I cannot --

21 MR. PERRIN: Objection, form.

22 A. -- recall the reason.

23 Q. (BY MR. FREEMAN) Excuse me?

24 A. I don't remember the reason.

25 Q. You don't recall why you backdated it?

Page 156

1 A. No.

2 MR. PERRIN: Objection, form.

3 Q. (BY MR. FREEMAN) But you did backdate it,

4 correct?

5 A. Well --

6 MR. PERRIN: Objection, form.

7 A. -- yes.

8 Q. (BY MR. FREEMAN) That was a yes? Is that a

9 yes, sir?

10 A. Yes.

11 Q. Thank you. Were those -- did you send similar

12 emails to the rest of your employees?

13 A. Yes.

14 Q. Okay. And if Jane had testified that she was

15 informed of her termination in September of 2018, would

16 she have been incorrect?

17 MR. PERRIN: Objection, form.

18 A. No, because she know that she was terminated

19 on September 28th.

20 Q. (BY MR. FREEMAN) But she wasn't actually

21 informed of that in September of 2018, was she?

22 MS. HARD-WILSON: Objection, form.

23 A. I asked -- I remember that they been told that

24 they will be terminated by September 28, but the email

25 was sent on October 9th.

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1 Q. (BY MR. FREEMAN) Okay. So was this -- these

2 terminations, were those just part of a plan to wind

3 down ACET Global?

4 A. I don't remember that it's a plan as such,

5 just a requirement on my part to let them know that they

6 are being terminated.

7 Q. Okay. Was it part of a plan to wind down ACET

8 Global?

9 A. I don't know of a plan as such.

10 Q. Not a plan to wind it down and transition to

11 Windspeed?

12 MR. PERRIN: Objection, form.

13 A. No.

14 Q. (BY MR. FREEMAN) Okay. Was there any kind of

15 wind-down plan?

16 A. Not that I know of.

17 Q. No plan to wind down ACET?

18 A. Not that I know of.

19 Q. No plan to wind it down and somehow pay off

20 money it owed you?

21 A. No.

22 Q. No plan to wind down ACET and pay for credit

23 card expenses you had incurred?

24 A. Not that I know of.

25 Q. Was there any plan to wind down ACET and

Page 158

1 somehow pay for salary that you were owed from ACET?

2 A. No. We owe -- ACET owe people about 300-some

3 thousand dollars. There was no wind-down plan to pay

4 off all those debts.

5 Q. Well, now it owed Tomer Damti 3.2 million,

6 didn't it?

7 MR. PERRIN: Objection, form.

8 MS. HARD-WILSON: Objection, form.

9 Q. (BY MR. FREEMAN) Were you aware that ACET

10 Global owed Tomer Damti more than \$3 million?

11 MR. PERRIN: Objection, form.

12 A. No, I did not.

13 Q. (BY MR. FREEMAN) Were you aware that this

14 transition plan caused ACET not to pay Tomer Damti

15 \$3 million that he was owed?

16 MR. PERRIN: Objection, form.

17 MS. HARD-WILSON: Objection, form.

18 A. I did not know any plan, anything about

19 between Tomer Damti and others.

20 Q. (BY MR. FREEMAN) Had you known that, would

21 you have gone forward with the restructuring plan?

22 MR. PERRIN: Objection, form.

23 MS. HARD-WILSON: Objection, form.

24 A. I do not know any details of that, no.

25 Q. (BY MR. FREEMAN) Okay. You said there was

Page 159

1 not a plan to wind ACET Global down; is that correct?

2 A. Yes.

3 Q. And there wasn't a plan to wind ACET Global

4 down and, in the process, price its inventory?

5 A. Ask the question again, please.

6 Q. Was there a plan to wind ACET Global down and

7 in the process to price its inventory or value its

8 inventory?

9 A. No, there was no such plan.

10 (Exhibit 27 marked.)

11 Q. (BY MR. FREEMAN) I'm putting on the screen

12 what's marked as Exhibit 27. Mr. Szeto, do you

13 recognize this document?

14 A. Yes.

15 Q. What is that document titled?

16 A. Wind-down plan.

17 Q. Wind-down plan?

18 A. Uh-huh.

19 Q. And what's the next line says?

20 A. Wind down current location.

21 Q. And are you familiar with this document?

22 A. I think I have seen it before.

23 Q. Didn't you draft it?

24 A. No.

25 Q. Who drafted it?

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1 A. I don't know.

2 Q. Okay. But you have seen it before?

3 A. I have seen it before, yes.

4 Q. When did you first see it?

5 A. I cannot remember.

6 Q. Was it in 2018?

7 A. I think it is in 2018, but I do not know for

8 sure.

9 Q. Okay. But it refers to a wind-down plan. Do

10 you know what that means?

11 A. Yes.

12 Q. What does that mean?

13 A. That means that somehow wind it down, the

14 operations of the company, but that's what I -- what it

15 means.

16 Q. And what company?

17 A. That's ACET Global, I assume.

18 Q. So this was a plan to wind down the operations

19 of ACET Global, LLC?

20 A. Yes.

21 Q. Okay. And you saw this before the operations

22 of ACET Global, LLC were wound down, correct?

23 A. I don't know for sure when it was done, and I

24 cannot tell you for sure what is a date for this

25 document. So I cannot tell you for sure what the

Page 161

1 wind-down plan is for.

2 Q. You had no involvement, though, in preparing

3 this?

4 A. I would not be able to tell you yes or no.

5 Q. Okay. Let's look at the bullet points here on

6 this wind-down plan. It says, "Fulfillment" and it says

7 under that, "Inventory Management, Fulfillment

8 Management, Sales Continuation"; is that correct?

9 A. Yes.

10 Q. "Communications between sales and fulfillment,

11 shipment pickup and delivery."

12 A. Yes.

13 Q. What does "sales continuation" mean?

14 MS. HARD-WILSON: Objection, form.

15 A. As far as I know, that means continue to sell.

16 And what that really mean, I don't really know.

17 Q. (BY MR. FREEMAN) Was this intended to reflect

18 that it was important to continue the sales operations

19 of ACET Global?

20 MS. HARD-WILSON: Objection, form.

21 A. I do not know what it actually mean. It's

22 important that we continue to sell, yes.

23 Q. (BY MR. FREEMAN) And what do you mean by

24 "we"?

25 A. We, the staff, will continue to sell.

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1 Q. And was "we, the staff," is that what made up  
2 ACET Global?  
3 A. Yes.  
4 Q. And is that also what made up Windspeed?  
5 A. No. If we said continue to sell, that means  
6 there is no Windspeed in mind at that time. It did not  
7 mention anything about Windspeed. If indeed there is a  
8 Windspeed, then we will not have to say sales  
9 continuation. So there's no Windspeed whatsoever.  
10 Q. Got it. How do you square that up with this  
11 being a wind-down plan?  
12 A. Well, I would guess, I would think that the  
13 wind-down plan was made up long before there is thought  
14 to close down ACET Global.  
15 Q. You had just --  
16 A. Yeah. I assume that because we have no more  
17 money in the bank, we have to wind it down somehow. And  
18 that's the reason for the wind-down plan. And I cannot  
19 tell you when we actually had this done, and it's not  
20 the first day we talk about wind-down plan because there  
21 was no reason whatsoever that ACET Global could continue  
22 to survive.  
23 Q. So if it couldn't survive and we had an --  
24 there's an important bullet point here of sales  
25 continuation, does that indicate that sales needed to be

Page 163

1 continued through some other vehicle or company?  
2 MR. PERRIN: Objection, form.  
3 MS. HARD-WILSON: Objection, form.  
4 A. No. That's not what it mean.  
5 Q. (BY MR. FREEMAN) Okay. Does it mean that  
6 this dying company needs to continuing selling?  
7 MR. PERRIN: Objection, form.  
8 MS. HARD-WILSON: Objection, form.  
9 A. Yes, the dying company would have to continue  
10 to sell, and hopefully that we can survive, but there's  
11 no other option but continue to sell.  
12 Q. (BY MR. FREEMAN) Okay. You mention this plan  
13 was in place a long time before; is that right?  
14 MR. PERRIN: Objection, form.  
15 A. I cannot tell you when this plan was in place.  
16 It obviously was in place some time ago, and so we -- I  
17 cannot tell you exactly when.  
18 Q. (BY MR. FREEMAN) Do you think this was part  
19 of the Baymark parties' overall plan?  
20 MS. HARD-WILSON: Objection, form.  
21 A. I do not know what is a part of Baymark  
22 parties' plan.  
23 Q. (BY MR. FREEMAN) Okay. But this wind-down  
24 plan is reflecting an intent to continue the business?  
25 MR. PERRIN: Objection, form.

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1 MS. HARD-WILSON: Objection, form.  
2 A. I do not know that for a fact, and it is just  
3 things that I think is important to remember. And what  
4 the plan really mean, I do not know.  
5 Q. (BY MR. FREEMAN) Let's see if the next few  
6 bullets will help your memory. It states, "Sales and  
7 office staff," and below that it says, "Relocating to  
8 temporary office space with current office furniture and  
9 computers."  
10 Did I read that correctly?  
11 A. Yes.  
12 Q. Okay. Why was the business relocating?  
13 A. Because we did not pay rent for a long, long  
14 time, and I think for a whole year or more. And they  
15 are about ready to lock up the office. So we have to  
16 find a place to move to, and so that was the reason why  
17 we have to figure out we have to leave.  
18 Q. Okay. So you were going to need -- looking at  
19 the other bullet points, you were going to need Internet  
20 access at the new place, right?  
21 A. Right.  
22 Q. And email access, right?  
23 A. Right.  
24 Q. But that new place wasn't going to really give  
25 you email access, was it?

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1 A. Well, we don't have any idea what the new  
2 place is. All we are saying is those are the important  
3 things that we need to think about. What is the new  
4 place? We don't know; we don't have one yet.  
5 Q. Right, but ACET Global already had email  
6 access, right?  
7 MR. PERRIN: Objection, form.  
8 A. Not if they get locked out of the building.  
9 Q. (BY MR. FREEMAN) Okay. Next bullet on here  
10 is "Customer services, current business files." Why  
11 were the current business files important?  
12 A. Well, why not? I think that current business  
13 files would be very important to find out what really is  
14 going on.  
15 Q. Okay. Was it important that Windspeed get  
16 ahold of those current business files?  
17 A. No.  
18 Q. Okay. The listing of "Current debts and  
19 credits," why was that important?  
20 A. Well, like I mention to you before, I think  
21 our current debt at that time was over \$300,000. So we  
22 had to know exactly what the debt is, and we have to  
23 know if we have any credit at all. So why is it not  
24 important? It is important.  
25 Q. Got it. Wasn't the debt quite a bit more than

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1 \$300,000?

2 A. Well, most of those money we owed the shipping

3 companies, the FedEx, the DHL and others. Those amount

4 to over -- I think close to \$200,000, and we were

5 suspended by all three of those companies. And we

6 haven't paid rent for the whole year.

7 Q. Right.

8 A. And that was pretty bad. And there are other

9 debts that -- we bought a bunch of stuff from Taiwan,

10 ship it to the company, but we owe a quarter of a

11 million dollars that we didn't pay. And there are many

12 other debts that we have. And we haven't paid the

13 lawyers for a long time.

14 Q. Wow. That's important.

15 A. I think it is. I think we will pay attention

16 to that, for sure.

17 Q. Didn't you owe somebody else a hell of a lot

18 more money than that?

19 A. The shipping company is the one that is most

20 important. They haven't pay me for the whole year that

21 amount to \$71,000. That's important to me, but we have

22 no money to pay me, so even though it was promised to

23 pay me, I did not have the cash to get paid.

24 Q. It didn't feel very good when people who owed

25 you money didn't pay it to you, did it?

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1 MR. PERRIN: Objection, form.

2 A. Well, I'm sure it never felt good someone owe

3 you that kind of money. No. But the biggest debt we

4 owe was the shipping companies, and that was a big

5 amount. And like I said --

6 Q. (BY MR. FREEMAN) That was about a quarter of

7 a million dollars?

8 A. You have a company like ours and not able to

9 ship, then that pretty much tell you they are going to

10 close down.

11 Q. You said that was about a quarter of a million

12 dollars?

13 A. Yes, about -- about, and --

14 Q. Didn't you owe somebody else about

15 1200 percent more than that?

16 MR. PERRIN: Objection, form.

17 A. Well, we owed the rental company agent

18 \$70,000. And we owe FedEx about 85,000; UPS about

19 60,000; DHL express about 40,000 and Hallett & Perrin

20 about -- over 10,000. Whitney Penn, about 5,000. So I

21 would say those are pretty substantial debts.

22 Q. (BY MR. FREEMAN) I would, too; very

23 substantial. Is that the full list of debts?

24 A. That's not a full list. I have a full list.

25 Okay.

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1 Q. Is there -- on that list, is there a debt

2 listed that's owed to Tomer Damti?

3 A. No.

4 Q. So --

5 A. I did not know anything -- any money that we

6 owed to Tomer Damti. This is companies that I dealt

7 with that come and tell me we owe them money.

8 Q. Okay. There wasn't a debt that showed that it

9 was owed to ACET Venture Partners?

10 A. Not in this list, no.

11 Q. Okay. What list are you looking at?

12 A. This is a list that I kept myself.

13 Q. Have you produced that in this case?

14 A. Have I? This is a list that I have given

15 to -- to other people -- not other people but this is a

16 list that I always keep as to how much money we owe

17 people.

18 Q. Okay.

19 A. So it's not just for this case. No.

20 Q. Okay. Have you turned that over to your

21 lawyers?

22 A. Yes. He has a list of this, yes.

23 Q. Okay. Does that document have a Bates label

24 on it?

25 A. No. This is just a list of account total and

Page 169

1 address and that's all. I do not have a label on it.

2 Q. Would you mind holding it up to the screen?

3 A. Okay.

4 Q. Can you hold it up a little higher and closer?

5 Can you move to it your left a bit? Your left?

6 MR. PERRIN: Can you unshare you screen?

7 We can't see what you're doing here, Jason.

8 Q. (BY MR. FREEMAN) Mr. Szeto, would you know --

9 that's not going to do any good, is it? Can you put

10 that up to the screen again so everyone can see it?

11 A. Yeah. I put it right in front of the camera.

12 MS. HARD-WILSON: Okay.

13 Q. (BY MR. FREEMAN) Mr. Szeto --

14 A. Yes?

15 Q. -- what did you keep this list on? Where did

16 you save it?

17 A. I think it kept it on Excel, I believe.

18 Q. But was that was a complete list of ACET

19 Global's debts?

20 A. That is as complete as I can remember, yes,

21 but I -- you know, I'm sure there may be some others,

22 but that's the list I kept up with when I was managing

23 ACET Global, yes.

24 Q. And those are the only ones you knew about?

25 A. That's the only one I knew about, yes.

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1 Q. Is that because those are the only ones that  
2 anybody had told you about?  
3 A. That's the only one that people came up to my  
4 office and say, You owe me money.  
5 Q. You mean those -- that's a list of creditors  
6 who came to your office and demanded payment?  
7 A. Yes.  
8 Q. Is that how you decided whether or not to pay  
9 a creditor?  
10 A. No, but that is the list that I was told we  
11 owe money to.  
12 Q. Who told you that?  
13 A. Well, whoever came to my office. Let's say,  
14 for example, like, FedEx, give me an invoice of  
15 \$82,527.13, and FedEx told me that.  
16 Q. Okay. Who kept track of what ACET Global  
17 owed?  
18 A. Who kept track of what ACET Global owes?  
19 Q. Yes, sir.  
20 A. I don't believe that at that time -- before  
21 Jane's employment, an accounting girl named Sarah, she  
22 keep track of most of those. And the some of the other  
23 one, like the bill from the law firm, I get a letter  
24 from them saying that you owe me this. And that's what  
25 I kept track of, but -- and that's how we kept track of

Page 171

1 it.  
2 Q. Okay. Who gave you the spreadsheet that kept  
3 track of it?  
4 A. I made one up.  
5 Q. Just based on -- based on what?  
6 A. Based on invoices and requests and what I  
7 know, yes. Those are what I base off of.  
8 Q. Okay. Did you have to rely on any person to  
9 give you that list?  
10 A. No.  
11 Q. You just went around and found documents?  
12 A. Document came to me either through mail,  
13 regular mail or invoices. I do not have to depend on  
14 anybody to give me that list.  
15 Q. But you were never told that ACET Global owed  
16 Tomer Damti any money?  
17 A. No.  
18 MR. PERRIN: Objection, form.  
19 A. No.  
20 Q. (BY MR. FREEMAN) Did you ever hear anyone  
21 talk about ACET Global owing Tomer Damti money?  
22 A. No.  
23 Q. And did you ever see anyone writing about ACET  
24 Global owing Tomer Damti money?  
25 A. No.

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1 Q. I want to go back to the exhibit that was on  
2 your screen, Exhibit 27, the wind-down plan. I'll go to  
3 the second page here, which is a Time Line and Cost For  
4 Wind-Down Only. That's the title. Do you see that,  
5 sir?  
6 A. Yes.  
7 Q. Is that correct?  
8 A. Yes.  
9 Q. Okay. And if you'll look at the -- I'll try  
10 and make it a little bigger, but I think you can see  
11 that fairly easily. Can you see that?  
12 A. Yes.  
13 Q. Let's look at the left-hand side of this. So  
14 it says, "Listing all outstanding debts and credits."  
15 We covered how important it was to make sure you had a  
16 full list of that, correct?  
17 A. Well, which one you reading?  
18 Q. I'm looking on the left-hand side, and let's  
19 go down to the second -- the second one here. "Settle  
20 on all accounts which must be paid prior to closing."  
21 A. Yes.  
22 Q. What does that mean?  
23 MS. HARD-WILSON: Objection, form.  
24 A. There may be some accounts that we may want to  
25 pay off. Now, the reason why I do that, there's an

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1 account in here that's listed called Pet Life, LLC. We  
2 bought stuff from them, and they're a very small  
3 company. And I did not want them to -- out of \$3,000.  
4 So I want to settle that account so we can pay them and  
5 not to cost them to close because I owe \$3,000. They  
6 will be closed down.  
7 Q. (BY MR. FREEMAN) Got it. So close the  
8 account but not the company?  
9 A. Not the company. So I was trying to help this  
10 particular account.  
11 Q. Got it. So let's go down to the next one.  
12 There's a salary accrual for Bill. Is that you?  
13 A. That's me.  
14 Q. The company owed you some money?  
15 A. Yes.  
16 Q. Very important --  
17 A. Paycheck.  
18 Q. Very important that if the company owes you  
19 money that you get paid, right?  
20 A. Absolutely.  
21 Q. All right. It says, "Arrange for last two  
22 payroll checks"; is that correct?  
23 A. Yes.  
24 Q. Next one says, "Pay Bill's credit card"; is  
25 that correct?



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1 A. Yes.  
2 Q. And company owes you money; very important you  
3 get your money, right?  
4 A. Well, I did get my money for -- to pay the DHL  
5 off, but --  
6 Q. So it owed you some money?  
7 A. They owe me some money, so they -- well, I  
8 don't remember whether they pay off or not but --  
9 Q. You wanted to try to make sure you --  
10 A. I wanted to try to pay off, and I can tell you  
11 one thing. For example, the last two payroll checks, it  
12 didn't happen.  
13 Q. Got it. The next one says, "Reserve for one  
14 month's rent." The next one says, "Perform last  
15 inventory prior to closing"; is that correct?  
16 A. Yes.  
17 Q. And why did you need to do a last inventory?  
18 A. Well, I do inventory just about every month so  
19 I would like to do a last inventory, make sure we know  
20 what we have. Plus, the fact there are a lot of -- I  
21 wouldn't say a lot, but there is a bunch of inventory  
22 that Tomer had bought that he had hidden that in some  
23 employee's garage. And those were not in the inventory.  
24 Q. So there were things that were --  
25 (Simultaneous speakers.)

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1 A. Huh?  
2 Q. There was even more inventory than was on the  
3 list?  
4 A. For example, we have in here Emmanuel  
5 Industrial Company, the \$20,000. It was not in the  
6 inventory.  
7 (Simultaneous speakers.)  
8 Q. (BY MR. FREEMAN) So there was a bunch more  
9 inventory than was on the list?  
10 A. There were --  
11 MR. PERRIN: Objection, form.  
12 A. -- and we added that back in. He bought a  
13 bunch of what I call the laughing monkeys, and that was  
14 hidden in an employee's garage. And that was -- you  
15 know, and he took -- she took it back. It was in  
16 Paula's garage, and Paula took it back -- after Tomer  
17 left, and there was a bunch of inventory that I need to  
18 update. And there's a bunch of other inventory that we  
19 did not know about that show back up. So yes, we need  
20 to do the last inventory and we did. So it wasn't  
21 included in the last inventory.  
22 Q. (BY MR. FREEMAN) It wasn't because the  
23 company was closing, right?  
24 A. No. It was because it was hidden.  
25 Q. It was because Tomer hid a bunch of monkeys in

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1 a garage?  
2 A. Yes.  
3 Q. Okay. The next line here says, "Price  
4 inventory which can be sold or transferred"; is that  
5 correct?  
6 A. Yes.  
7 Q. What does that mean?  
8 MR. PERRIN: Objection, form.  
9 A. Well, that means we have to go through all the  
10 inventory that we have in the warehouse, try to figure  
11 out a couple of things. There are some that -- some  
12 inventory that Tomer bought that cannot be sold  
13 whatsoever. It cannot meet the U.S. standard  
14 requirements. He bought a bunch, for example, hair  
15 driers that absolutely would not meet the U.S. standard,  
16 and end up have to cut the cord off.  
17 There are a whole bunch of other things,  
18 like a bunch of bath bombs that he bought that were  
19 completely outdated and had to be thrown away. There's  
20 a whole bunch of other things that you cannot sell them.  
21 For example, like overdue lipsticks that had to be  
22 thrown away.  
23 Q. (BY MR. FREEMAN) So it was all Tomer's fault,  
24 wasn't it?  
25 A. Hey, I did not say that.

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1 Q. Okay. Well, now, I want to understand how  
2 this is all relevant to my question because I'm asking  
3 about a line item for pricing inventory that can be sold  
4 or transferred, and you're telling me all about assets  
5 that you say can't be sold or transferred.  
6 A. Well, whatever is left can be sold and  
7 transferred. So in order to find --  
8 (Simultaneous speakers.)  
9 MR. PERRIN: Let the witness answer,  
10 please. Go ahead, Mr. Szeto.  
11 A. Is somebody talking?  
12 Q. (BY MR. FREEMAN) I think it's your turn.  
13 A. Is it my turn? For me to figure out how much  
14 of this inventory can be sold, I had to go through the  
15 inventory and figure that out. So that is what the  
16 \$3,000 is for.  
17 Q. Okay. And this was all to make sure you could  
18 keep the company running, right?  
19 A. Yes.  
20 Q. And the next line item is "Return or terminate  
21 all office machine lease agreements"; is that correct?  
22 A. Yes.  
23 Q. Why was that important to keep the company  
24 running?  
25 A. Because that is mainly -- there were two

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<p>1 things that we need take care of. There was the copy 2 machine that Tomer had leased, and there was the 3 forklift that he also lease. Now, I managed to talk to 4 forklift company, and they took it back. But the fax 5 machine, copy machine is still sitting in front of our 6 lobby of Windspeed Trading, and they refuse to take it 7 back even though we stop paying them a long time ago. 8 Q. So you stiffed another creditor? 9 A. That is another creditor, but it's not one of 10 Windspeed's creditor. It is another creditor for ACET 11 Global. 12 Q. Got it. Tomer had -- I mean, crazy Tomer, 13 huh? He had leased these things? Sounds like he had 14 done a bunch of -- he bought inventory and leased 15 machines? 16 MR. PERRIN: Objection, form. 17 Q. (BY MR. FREEMAN) Is that right? Is that 18 because -- 19 A. I would not say anything about that. 20 Q. Was that because he was the CEO of the 21 company? 22 A. I assume -- 23 MR. PERRIN: Objection, form. 24 A. -- that he was the CEO of the company, and he 25 had the authority to do whatever necessary in his mind</p>	<p>1 Q. (BY MR. FREEMAN) Oh, so this was ACET Global 2 that was closing? 3 A. Well, I think that's what we have been talking 4 about all along. 5 Q. Have we? 6 A. Well, it is ACET Global that is closing, yes. 7 Q. So was this is plan to wind down ACET Global? 8 A. Yes. 9 MS. HARD-WILSON: Objection, form. 10 Q. (BY MR. FREEMAN) So everything we have been 11 talking about on this Exhibit 27 is about winding down 12 and closing ACET Global? 13 A. Yes. 14 MS. HARD-WILSON: Objection, form. 15 Q. (BY MR. FREEMAN) Okay. If you look below the 16 items we have been going through in red, it refers to a 17 date; is that correct? 18 A. Yes. 19 Q. And does it say the week of September of 2017? 20 A. No, not 2017. 21 Q. Oh, is that right? 22 A. September 17th. 23 Q. How do you know that? 24 A. September '17 was long before I start working 25 there.</p>
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<p>1 at that time. 2 Q. (BY MR. FREEMAN) And when he was CEO of the 3 company, you know, he left y'all with a 4 \$3-and-a-half-million company, didn't he? 5 MR. PERRIN: Objection, form. 6 MS. HARD-WILSON: Objection, form. 7 (Simultaneous speakers.) 8 THE REPORTER: Guys, no. 9 Q. (BY MR. FREEMAN) Go ahead, Mr. Szeto. 10 A. So what was the question? 11 Q. I can't even remember anymore. Just move on. 12 The next line item there says, "Inform all 13 parties of impending closing." Can you tell me what 14 that means? 15 MS. HARD-WILSON: Objection, form. 16 A. Well, I think basically what is said is that 17 the shipping company -- this is the shipping company -- 18 that we are all closing. Now, there are some shipping 19 company that we would like -- that we were using, and 20 the only one that still using is that DHL eCommerce. 21 And as we had talk about earlier, we did not use ACET 22 Global as the name for the eCommerce account. So all 23 the -- all the accounts were shipping, accounts that 24 suspended all of us. So I think it is important to let 25 them know that ACET Global is closing.</p>	<p>1 Q. It looks like it says 09/17 to me. 2 A. Well, it's 09 -- 3 MR. PERRIN: Objection, form. 4 Q. (BY MR. FREEMAN) Does it not say 09/17? 5 A. It does not say 09/2017. 6 Q. How can you be so sure about that? 7 A. Well, it don't make sense to say 09/2017, but 8 I didn't work there in 2017. 9 Q. So this -- there's no way this was created for 10 09 of '17? 11 A. Well does it make sense if you say week of 12 09/24? Does that mean 2024? 13 Q. I don't know. I mean, how do I know this 14 wasn't created in 09 of '17? 15 MR. PERRIN: Objection, form. 16 MS. HARD-WILSON: Objection, form. 17 A. Because it only make sense the other way. 18 Q. (BY MR. FREEMAN) Because you hadn't started 19 working there in 2017? 20 A. That's right. 21 Q. Okay. 22 A. And I didn't start working there in 09/24 23 either. 24 Q. Got it. And wasn't created until you started 25 working there, was it?</p>

<p style="text-align: right;">Page 182</p> <p>1 A. Well, why would I make one up --</p> <p>2 MS. HARD-WILSON: Objection, form.</p> <p>3 A. -- like that unless I work there?</p> <p>4 Q. (BY MR. FREEMAN) Got it. So because you made</p> <p>5 this, right?</p> <p>6 A. Well, yes, I have something to do with it,</p> <p>7 yes.</p> <p>8 Q. In fact, you actually created it initially,</p> <p>9 didn't you?</p> <p>10 A. Well, most likely I did.</p> <p>11 Q. Okay. Because this was your document?</p> <p>12 MS. HARD-WILSON: Objection, form.</p> <p>13 A. I believe it is.</p> <p>14 Q. (BY MR. FREEMAN) And this was your plan --</p> <p>15 the wind-down plan was your plan?</p> <p>16 MR. PERRIN: Objection, form.</p> <p>17 A. It is not my plan. It is something to remind</p> <p>18 myself of what needed to be done.</p> <p>19 Q. (BY MR. FREEMAN) Got it. So this was all --</p> <p>20 all of the stuff we were just talking about, these</p> <p>21 items, they were all to be done the week of</p> <p>22 September 17th of 2018?</p> <p>23 MR. PERRIN: Objection, form.</p> <p>24 A. Yes.</p> <p>25 Q. (BY MR. FREEMAN) Okay. And now, since ACET</p>	<p style="text-align: right;">Page 184</p> <p>1 there says, "Inform all active shipping companies on</p> <p>2 closing." So I assume that was to let all the shipping</p> <p>3 companies know that ACET Global was closing?</p> <p>4 A. Yes. Well, we were suspended anyway.</p> <p>5 Q. Okay. Keep going down, and it says, "Inform</p> <p>6 all marketplaces on closing; inform all major customers</p> <p>7 on closing." Why was it important to inform them?</p> <p>8 A. Well, they are the customer. They were the</p> <p>9 customers. So they need to know we are closing so they</p> <p>10 would not continue to sell stuff for us.</p> <p>11 Q. Got it. Did you need them to start selling</p> <p>12 for somebody else?</p> <p>13 A. When this list was made up, there was no such</p> <p>14 thing as Windspeed. The answer is yes, we may have to</p> <p>15 sell the inventory to some other parties, so we -- that</p> <p>16 was not part of this plan.</p> <p>17 Q. So as of September 24th, 2018, there was no</p> <p>18 such thing as Windspeed, right?</p> <p>19 A. No.</p> <p>20 Q. And you hadn't even started -- like, you</p> <p>21 hadn't even started any incurring any expenses for</p> <p>22 Windspeed, right?</p> <p>23 A. Right. We don't have money at that time, so</p> <p>24 we have no money to do anything, and there was no</p> <p>25 Windspeed, per se.</p>
<p style="text-align: right;">Page 183</p> <p>1 Global was closing, you weren't going to need its bank</p> <p>2 accounts anymore, right?</p> <p>3 A. Well, not true.</p> <p>4 Q. Why is that?</p> <p>5 A. Because there is still a little bit of money</p> <p>6 going into the ACET Global bank account to pay other</p> <p>7 bills. And customer that bought stuff from us 30 days</p> <p>8 before that still paying us in our business. Let me</p> <p>9 explain that. In our business, we operate on what we</p> <p>10 call the net 30. That means they owe us 30 days before</p> <p>11 they pay. So if the customer bought stuff from us in</p> <p>12 August and July, they will pay at the beginning of</p> <p>13 September or maybe later. So we will need the bank</p> <p>14 account for them to pay into it for stuff they bought 30</p> <p>15 days or 60 days before that. So we will need the bank</p> <p>16 account shortly after that, and indeed, there was a</p> <p>17 little bit of money going into it for that reason. Not</p> <p>18 until we completely sold out of everything, there was no</p> <p>19 more money going into it, then that means we don't need</p> <p>20 the accounts anymore.</p> <p>21 Q. Got it. So once you had gotten all the money</p> <p>22 out of it, you didn't need the accounts for ACET Global?</p> <p>23 MR. PERRIN: Objection, form.</p> <p>24 A. Yes.</p> <p>25 Q. (BY MR. FREEMAN) You know, the next line</p>	<p style="text-align: right;">Page 185</p> <p>1 Q. So no start-up expenses --</p> <p>2 A. Right.</p> <p>3 Q. -- as of September 24th, 2018?</p> <p>4 A. Right.</p> <p>5 Q. Okay. And the next line on here, it says,</p> <p>6 "Send termination letter to all current employees"; is</p> <p>7 that correct?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. So you were going to send those</p> <p>10 termination letters during the week of September 24th?</p> <p>11 A. Yes.</p> <p>12 MR. PERRIN: Objection, form.</p> <p>13 Q. (BY MR. FREEMAN) Is this referring to the</p> <p>14 termination letter we looked at earlier that you --</p> <p>15 A. Yes.</p> <p>16 Q. -- sent to Jane Lin?</p> <p>17 A. Yes.</p> <p>18 Q. It says, "Submit final financial statement;</p> <p>19 close and lock the office." So was that it?</p> <p>20 MS. HARD-WILSON: Objection, form.</p> <p>21 A. Yeah.</p> <p>22 Q. (BY MR. FREEMAN) Let's look at the third page</p> <p>23 on here, Mr. Szeto, on Exhibit 2017 [sic].</p> <p>24 A. Okay.</p> <p>25 Q. It refers to a cost summary. Do you see that?</p>

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1 A. Yes.  
2 Q. There's an item there for a salary accrual for  
3 Bill Szeto.  
4 A. Yes.  
5 Q. 33,700; is that right?  
6 A. Yes.  
7 Q. Who was going to pay that?  
8 A. That's a good question. I think I was hoping  
9 that Baymark was supposed to pay it.  
10 Q. Why was Baymark supposed to pay it?  
11 A. Well, I was working for them as such. They  
12 asked me to contract, to take care of ACET Global, and  
13 obviously they are the one that is supposed to pay.  
14 But --  
15 Q. So the Baymark parties promised they were  
16 going to pay you to do what you did?  
17 A. Well, yes. They said they would take care of  
18 me. And I was so naive for knowing -- trying to figure  
19 out what take care of me means.  
20 Q. So they just said, If you do what we'll ask of  
21 you, we'll take care of you?  
22 MR. PERRIN: Objection, form.  
23 A. Yes. But they never paid it.  
24 Q. (BY MR. FREEMAN) Okay. Did Baymark tell you  
25 to keep the second set of books?

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1 A. I, myself, decided to take the second sets of  
2 books because I wanted to divide up the inventory that  
3 was sold for Super G and the inventory that started  
4 coming in for Windspeed. I wanted to keep the two books  
5 separate. So I decided to ask Jane to keep two sets of  
6 books.  
7 Q. Did you think that would be helpful to  
8 Baymark?  
9 A. I wasn't thinking about helpful to whom. It  
10 was helpful to me.  
11 Q. Okay. Going back to this Exhibit 27, the  
12 third page of it, after that line item, it says  
13 "Arrangement to two payroll"?  
14 A. Yes.  
15 Q. And then after that, it says, "Pay Bill's  
16 credit card"; is that correct?  
17 A. Yes.  
18 Q. And that's about 22,000?  
19 A. Yes.  
20 Q. Who was going to pay Bill's credit card?  
21 A. I was hoping that -- there were two ways that  
22 I can get money. There was some money that was still  
23 part of the sales, that part of it, and then I was  
24 hoping that Baymark will pay me, the rest of them for  
25 the credit card I use. And that basically the credit

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1 card I use was for DHL eCommerce, and I was hoping that  
2 they would pay it. I don't remember who paid it, but  
3 somebody did pay it.  
4 Q. Baymark got you taken care of for this?  
5 A. Somebody did. I cannot tell you who.  
6 Q. Baymark compensated you for executing the  
7 wind-down plan?  
8 A. They did not compensate me for the wind-down  
9 plan, but I believe that they did pay off my credit  
10 card.  
11 Q. Did they pay -- did they compensate you for  
12 these items after you began working for Windspeed?  
13 A. No.  
14 Q. They did it before?  
15 A. I don't think -- a lot of these items was  
16 never taken care of.  
17 Q. So Baymark didn't take care of you?  
18 A. No, not that I know of.  
19 Q. So does that mean you're yet another creditor  
20 of Baymark that they didn't take care of?  
21 MR. PERRIN: Objection, form.  
22 A. Well, I cannot tell you exactly what is  
23 happening, and to me, it was over with. And I cannot  
24 answer that question.  
25 Q. (BY MR. FREEMAN) Okay. There's another line

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1 item on there that says on price inventory. It's a  
2 minus \$3,000; is that correct?  
3 A. Yes.  
4 Q. Why is that a negative number?  
5 A. Because we had to pay this particular vendor,  
6 Pet Life, LLC -- actually it's 3500. It just put it as  
7 \$3,000 because I'm hoping that we can take care of them.  
8 But I forget exactly what the \$3,000 for. It's three  
9 years ago.  
10 Q. Okay. But it says price inventory, correct?  
11 A. Right.  
12 Q. Why are all of the other numbers positive?  
13 A. Well, the \$88,000 were basically the cost of  
14 the -- all the other costs that, like, salary for me and  
15 so on and so forth. That's why they are positive. And  
16 so I cannot -- I cannot recall what the \$3,000 is for.  
17 Q. Okay. Was that possibly to create an  
18 inventory?  
19 MR. PERRIN: Objection, form.  
20 A. I cannot tell you for sure.  
21 Q. (BY MR. FREEMAN) Was it to price inventory?  
22 MR. PERRIN: Objection, form.  
23 A. I do not remember what it was.  
24 Q. (BY MR. FREEMAN) Mr. Szeto, do you have any  
25 reason to believe that the description beside the

<p style="text-align: right;">Page 190</p> <p>1 negative \$3,000 that says price inventory, that that is 2 incorrect? 3 MR. PERRIN: Objection, form. 4 A. I cannot tell you it's incorrect. I just 5 don't remember what it was. 6 Q. (BY MR. FREEMAN) Mr. Szeto, I'm putting up on 7 the screen what's marked as Exhibit 28. Do you see 8 this? 9 A. Yes. 10 (Exhibit 28 marked.) 11 Q. (BY MR. FREEMAN) All right. Do you recognize 12 this document? 13 A. I think so. 14 Q. Is this a page from your 2018 Federal income 15 tax return? 16 A. Let me think. I believe it is. 17 Q. Okay. Does this appear to be a true and 18 correct copy of that page from your income tax return? 19 A. Yes. 20 Q. Okay. Can you tell me what this form is 21 titled as? 22 A. It's a 192(B)1. 23 Q. 195(B)1? 24 A. 195(B)1 I mean. 25 Q. There's a -- more of a plain English title</p>	<p style="text-align: right;">Page 192</p> <p>1 A. Yes. 2 Q. Okay. I thought you testified earlier that 3 when we were looking at Exhibit 2017 that as of 4 September 24, you had not incurred any expenses or even 5 thought about incurring expenses for Windspeed? 6 MR. PERRIN: Objection, form. 7 A. I did not answer it that way. 8 Q. (BY MR. FREEMAN) Okay. Did you say earlier 9 that as of September 24th, 2017, you -- 2018 -- you had 10 not incurred expenses in -- 11 MS. HARD-WILSON: Objection, form. 12 Q. (BY MR. FREEMAN) -- starting up Windspeed? 13 A. No, I did not say it that way. 14 Q. Okay. 15 MR. FREEMAN: Karen, would it be terribly 16 difficult for you to go back to the transcript to see 17 that? 18 (Requested portion was read.) 19 Q. (BY MR. FREEMAN) Mr. Szeto, is that how you 20 answered it? 21 A. Yes. 22 Q. Okay. Mr. Szeto, just going back to Windspeed 23 here, you represented again that you had incurred 24 expenses on behalf of -- in forming Windspeed Trading as 25 of September 10th, 2018, correct?</p>
<p style="text-align: right;">Page 191</p> <p>1 there that I have highlighted? 2 A. Election to Amortization Start-Up Expenditure, 3 yes. 4 Q. So an election to amortize start-up 5 expenditures, correct? 6 A. Right. 7 Q. Okay. So you have several listed on your 8 form: Travel, website name registration, email account 9 setup; is that correct? 10 A. Yes. 11 Q. Were those incurred in forming Windspeed 12 Trading, LLC? 13 A. Yes. 14 Q. Okay. And what is the date that you incurred 15 those? 16 A. That was September -- middle of September. 17 Q. Is that September 10th, 2018? 18 A. Uh-huh. 19 Q. And again, this was for the trader business of 20 Windspeed Trading, LLC; is that correct? 21 A. Yes. 22 Q. Okay. So as of at least September 10th, 2018, 23 you represented on a sworn statement to the Federal 24 government that you had incurred start-up expenditures 25 for Windspeed, correct?</p>	<p style="text-align: right;">Page 193</p> <p>1 A. Yes. 2 Q. Okay. But you testified previously that as of 3 September 24th, 2018, you had not incurred any start-up 4 expenses -- 5 A. No. That is the wrong way you put it. It's 6 not start-up expenses. I ask for a website name. I 7 register for a website name. That is not a start-up 8 expenditure. 9 Q. Got it. Did you ask someone to do that for 10 you? Is that what I'm missing? 11 A. No, I do it myself. So I register for a 12 website name. I register for other things that may and 13 may not be applicable to Windspeed Trading. I asked for 14 account setup. It did not specifically say Windspeed 15 Trading. It could be anything, and so, yes. Those are 16 expenditures that eventually I use it for Windspeed 17 Trading. But at that time, it's just a thought. It 18 just is something I use. 19 Q. Got it. Was that -- was that domain 20 WindspeedTrading.com? 21 A. Yes. 22 Q. Okay. But that wasn't for Windspeed Trading, 23 correct? 24 A. It would not be for Windspeed Trading. We 25 decide on the name quite a bit later as Windspeed</p>



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1 Trading.  
2 Q. Got it.  
3 A. Windspeed Trading happened to be one of the  
4 names my dad use. So we try to figure out what name to  
5 use, and we said, Well, let's just use that name. So  
6 whether we register for a website or not, those are  
7 expenditures we use as part of the startup for Windspeed  
8 and to try to get a website name, registration and email  
9 account setup. Actually, the email account setup was  
10 much more than that, but I cannot get an email setup  
11 unless I get a website name and all those things. So  
12 yes, those were the start-up expenditures eventually for  
13 the company.  
14 Q. Okay. So it's your sworn testimony today that  
15 you acquired a website address of WindspeedTrading.com  
16 but it was not for Windspeed Trading, LLC?  
17 A. No.  
18 Q. Got it.  
19 A. Not necessarily.  
20 Q. Got it. Okay. Let's see here. How were  
21 these expenses paid?  
22 A. How was this expenses paid? From my credit  
23 card.  
24 Q. From your credit card?  
25 A. Yeah, my own credit card.

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1 Q. Is that the credit card that you were wanting  
2 Baymark to pay you back on?  
3 A. No.  
4 Q. Oh, okay. Did you move ACET Global's  
5 inventory to a storage unit in September of 2018?  
6 A. Yes, we did.  
7 Q. Who requested that you do that?  
8 A. I believe it was Steve Bellah's suggestion.  
9 Q. Steve Bellah's suggestion --  
10 A. That we need to move it because the building  
11 we were in was going to be locked up.  
12 Q. Okay. So Steve Bellah told you to move all of  
13 ACET Global's inventory to a storage unit?  
14 A. Yes, he did, so he -- his reasoning was that  
15 he could sell them to somebody else.  
16 Q. Steve Bellah could?  
17 A. Yes.  
18 Q. Okay.  
19 A. According to Tomer Damti because if the  
20 building is locked up, he could not even sell it to  
21 Tomer.  
22 Q. Okay. So he was very concerned about possibly  
23 selling to Tomer Damti?  
24 A. I don't know what his concern about. He  
25 simply just wanted someone to lock up inside the

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1 building.  
2 Q. Okay. He wanted to make sure that Tomer Damti  
3 was taken care of?  
4 MS. HARD-WILSON: Objection, form.  
5 A. I do not know what he really mean, but all I  
6 need to know, all I knew was he didn't want those  
7 inventory to be locked up.  
8 Q. (BY MR. FREEMAN) He didn't want Tomer Damti  
9 to get it, did he?  
10 MR. PERRIN: Objection, form.  
11 MS. HARD-WILSON: Objection, form.  
12 A. No. I did not say that.  
13 Q. (BY MR. FREEMAN) Mr. Szeto, I've put what's  
14 marked as Exhibit 29 on the screen. Can you see that?  
15 A. Okay.  
16 (Exhibit 29 marked.)  
17 Q. (BY MR. FREEMAN) Do you recognize this, sir?  
18 A. Not really.  
19 Q. Okay.  
20 A. But I signed it.  
21 Q. Did you sign it? Is that your signature?  
22 A. Yes.  
23 Q. Okay. Is that your name printed below it?  
24 A. Yes.  
25 Q. Looks like the same ink, doesn't it?

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1 A. It certainly do look like the same name.  
2 Q. Look like about the same size tip of the pen?  
3 A. Yes.  
4 Q. Okay. Is that your handwriting?  
5 A. Yes.  
6 Q. Okay. Is this letter dated September 13th,  
7 2018?  
8 A. Yes.  
9 Q. Okay. And does it say -- and I'll point you  
10 to where I'm at. Does it say, We are moving  
11 September 14th, 2018? Where's there an X --  
12 A. I can see that, yes.  
13 Q. Okay. And does it say above that, "This  
14 letter is to inform you of the following for ACET  
15 Global"?  
16 A. Yeah. I think that may be -- I don't know  
17 what the document is, to tell the truth. But it looks  
18 like it's -- yeah, it is a DHL eCommerce document. And  
19 what that is is to inform DHL eCommerce to go to a  
20 different place to pick up package we are sending. They  
21 need something to tell them that they will go to a  
22 different place. And you see the address is 17613 Coit  
23 Road. That is one of the trailers that we had the  
24 inventory. And that's where they go and pick up the  
25 package.



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1 Q. Okay. It took several trailers, didn't it?

2 A. No. We have two trailers. That's one we use

3 to ship stuff as a storage, and there's one that we

4 have -- we were full of furniture and other things.

5 Q. Okay. This asks that DHL make these changes

6 effective as of September 17, 2018; is that correct?

7 A. Yes. That's what we told them. It didn't

8 happen, I don't think. We move the stuff, and by the

9 time we get there, they pack up the stuff. And we asked

10 them to come and pick up stuff on September 17th, yes.

11 Q. Okay. And what --

12 A. And remember, that was before the employees

13 from ACET Global were terminated. They were terminated

14 September 28th. So at that time, they were still

15 employees of ACET Global.

16 Q. Why is that important?

17 A. Why is it important? They were picking up

18 stuff for ACET Global, not for Windspeed Trading.

19 Q. I'm not sure I understand.

20 A. What you have to understand is September 17,

21 what we pick up is still merchandise for ACET Global,

22 not for Windspeed Trading. Windspeed Trading was not

23 formed even at that time. The employees are packing

24 stuff for to ship was still employees of ACET Global.

25 Q. Okay.

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1 A. You understand?

2 Q. I don't.

3 A. Well, want me to explain that to you again?

4 Q. Sure.

5 A. Okay. We are moving in September 14th. At

6 that time, the location we move to was Coit Road. That

7 location is still part of ACET Global, not Windspeed

8 Trading. You see the form up on top? The letter is to

9 inform you the following for ACET Global, 5116347, not

10 for Windspeed Trading. So the employee at that time

11 packing those packages are still employee of ACET

12 Global. And as of September 17th, they -- DHL eCommerce

13 still picking up for ACET Global, not for Windspeed

14 Trading. Had nothing to do with Windspeed Trading.

15 Q. Okay. I got it. So they were -- these

16 employees were still employees of ACET Global until

17 September 28th of 2018?

18 A. Yes.

19 Q. All right. And they were that -- until you

20 told them on October 9th of 2018?

21 A. Yes, that they would start shipping -- now

22 there were two different thing in October. There were

23 some items they were shipping for -- for ACET Global at

24 that time as part of the inventory, and that was long

25 before Windspeed Trading had anything to ship. So they

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1 were -- whatever they were shipping in October, it was

2 for ACET Global, not for Windspeed Trading. The

3 Windspeed Trading merchandise did not come in until end

4 of December and beginning of January. Okay?

5 There was one item that we purchase with

6 Windspeed's money that came in, was one item and that

7 was it. So whatever they were shipping at that time was

8 for ACET Global, was for the inventory.

9 Q. Okay. So Windspeed was finishing up ACET's

10 business?

11 A. Right. Windspeed had nothing to ship at that

12 time.

13 Q. So it was just continuing ACET's business?

14 A. Yes.

15 MR. PERRIN: Objection, form.

16 Q. (BY MR. FREEMAN) And that was kind of easy

17 because it was all the same employees, right?

18 A. Right.

19 MR. PERRIN: Objection, form.

20 Q. (BY MR. FREEMAN) All the same equipment?

21 MR. PERRIN: Objection, form.

22 Q. (BY MR. FREEMAN) It was easy because it was

23 all the -- pretty much all the same equipment, wasn't

24 it?

25 A. Yes.

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1 MS. HARD-WILSON: Objection.

2 MR. PERRIN: Objection.

3 Q. (BY MR. FREEMAN) And it was easy because it

4 was all the same vendors, right?

5 MR. PERRIN: Objection, form.

6 A. Yes.

7 Q. (BY MR. FREEMAN) And it was easy because it

8 was pretty much all the same customers, wasn't it?

9 A. Yes.

10 MR. PERRIN: Objection, form.

11 Q. (BY MR. FREEMAN) And it was easy because the

12 employees -- hell, they didn't even know they were

13 working for Windspeed, right?

14 MR. PERRIN: Objection, form.

15 MS. HARD-WILSON: Objection, form.

16 A. No, that is the wrong thing to say.

17 Q. (BY MR. FREEMAN) Okay. I got that one wrong.

18 A. You got that one wrong.

19 Q. All right. Let me ask you, did you ever

20 discuss Tomer Damti's note with Jane Lin?

21 A. No, not that I can remember.

22 Q. Did you ever discuss with Jane how to account

23 for the Super G note?

24 A. No, not that I can remember.

25 Q. Were there ever any discussions about how ACET

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1 was going to pay it?

2 A. No. That was not discussed with Jane.

3 Q. Okay. Were there ever any steps to make sure

4 that ACET was in position to pay it?

5 A. No. That was not discussed.

6 Q. No steps discussed to make sure ACET was in

7 position to pay Tomer Damti's note?

8 MR. PERRIN: Objection, form.

9 A. I do not know anything about Tomer Damti's

10 note, nor do I know anything about it at all. There was

11 no discussion whatsoever concerning Tomer Damti's note.

12 Q. (BY MR. FREEMAN) So you never intended to pay

13 Tomer Damti's note, did you?

14 MS. HARD-WILSON: Objection, form.

15 MR. PERRIN: Objection, form.

16 A. I never have any knowledge of Tomer Damti's

17 note. The answer is no, I never have any intention, nor

18 do I have any knowledge of that note.

19 Q. (BY MR. FREEMAN) I mean, without even knowing

20 about it, there was no way for you to ever intend to pay

21 it, right?

22 MR. PERRIN: Objection, form.

23 A. No, I do not know anything about Tomer Damti's

24 note, nor do I have any intention to pay it.

25 Q. (BY MR. FREEMAN) I'm sorry. You didn't have

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1 any intention to pay Tomer Damti?

2 A. I do not know anything about that note, so

3 obviously, if I don't know anything about that note, I

4 wouldn't have any intention to pay anything.

5 Q. Got it. Did you discuss restructuring Tomer

6 Damti's note with Jane Lin?

7 MR. PERRIN: Objection, form.

8 A. No.

9 Q. (BY MR. FREEMAN) Okay.

10 A. Not that I know of.

11 Q. Did Windspeed continue to use ACET Global's

12 QuickBooks account?

13 MR. PERRIN: Objection, form.

14 A. No. We had our own QuickBook account right

15 after we start business.

16 Q. (BY MR. FREEMAN) Okay. And that didn't mix

17 up any of the old ACET financial data?

18 MR. PERRIN: Objection, form.

19 A. Yes. We did not mix up the two financial

20 data, yes.

21 Q. (BY MR. FREEMAN) So Jane Lin didn't have to

22 spend a lot of time fixing the accounting data, right?

23 MS. HARD-WILSON: Objection, form.

24 A. I don't believe she spend any time fixing the

25 data.

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1 Q. (BY MR. FREEMAN) Not -- not trying to

2 separate out the old ACET financial data?

3 A. Not that I can remember.

4 Q. Okay.

5 A. We started out brand new with our own

6 QuickBook account. There's no such thing as separating

7 the data.

8 Q. No carryover whatsoever?

9 A. Right.

10 Q. And so that data didn't have to be -- your

11 accounting data, was it manipulated?

12 MS. HARD-WILSON: Objection, form.

13 A. No. We start out with a brand-new account.

14 There's no manipulations of any data whatsoever.

15 Q. (BY MR. FREEMAN) And so Steve Bellah, he knew

16 that it was all clean and separate data, right?

17 MS. HARD-WILSON: Objection, form.

18 A. I have no idea what Steve Bellah knows.

19 Q. (BY MR. FREEMAN) Did Matt Denegre think it

20 was all clean and separate data?

21 MS. HARD-WILSON: Objection, form.

22 A. I do not know what Matt knows.

23 Q. (BY MR. FREEMAN) Alex Godinez, did he think

24 it was all clean and separate data?

25 MS. HARD-WILSON: Objection, form.

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1 A. I do not have any idea what Alex thought.

2 Q. (BY MR. FREEMAN) Okay.

3 (Exhibit 52 marked.)

4 Q. (BY MR. FREEMAN) Mr. Szeto, I'm putting on

5 the screen what is marked as Exhibit 52. Do you see

6 this, sir?

7 A. Uh-huh.

8 Q. Okay. Do you see this -- at the top, does it

9 say that it's from Steve Bellah?

10 A. Yes.

11 Q. And it says it is to William Szeto, Matt

12 Denegre and Alex Godinez; is that correct?

13 A. Yes.

14 Q. And this was dated April 11th, 2019; is that

15 correct?

16 A. Yes.

17 Q. And you see the strand of emails below it; is

18 that correct, sir?

19 A. Yes.

20 Q. Is this a true and correct copy of those

21 emails that are reflected?

22 A. Yes.

23 Q. And does Steve Bellah say, "Thank you, Bill"?

24 A. Yes.

25 Q. Okay. Right below that, what he's responding

<p style="text-align: right;">Page 206</p> <p>1 to, is that an email from you, Bill?</p> <p>2 A. Yes.</p> <p>3 Q. And is that an email from your</p> <p>4 windspeedtrading.com email address?</p> <p>5 A. Yes.</p> <p>6 Q. And is that an email to Steve Bellah, to Matt</p> <p>7 Denege and to Alex Godinez?</p> <p>8 A. Yes.</p> <p>9 Q. And is it dated April 11th, 2019?</p> <p>10 A. Yes.</p> <p>11 Q. And is the subject line "Updated financial</p> <p>12 report"?</p> <p>13 A. Yes.</p> <p>14 Q. Please let me know if I read your email</p> <p>15 correctly. It says, "Steve, Matt and Alex, Jane spent a</p> <p>16 lot of time fixing all the problems she has in the</p> <p>17 previous version of QuickBooks. This financial statement</p> <p>18 is the result of a lot of work and a lot of corrections</p> <p>19 made. I really wish I would start with a clean sheet of</p> <p>20 data instead of mixing the old ACET data."</p> <p>21 Is that correct?</p> <p>22 A. Yeah, but that is for the ACET -- remember I</p> <p>23 said we have two versions of financial data. One is for</p> <p>24 the old ACET that continued to use the old QuickBooks on</p> <p>25 the ACET side because the old -- only the old ACET</p>	<p style="text-align: right;">Page 208</p> <p>1 old ACET financial data?</p> <p>2 Q. (BY MR. FREEMAN) Did it -- did it mix some of</p> <p>3 the old ACET financial data?</p> <p>4 MS. HARD-WILSON: Objection, form.</p> <p>5 A. No. We did not make any financial data.</p> <p>6 Q. (BY MR. FREEMAN) I mean, did it mix it up?</p> <p>7 Did it mix it up with other financial data?</p> <p>8 MR. PERRIN: Objection, form.</p> <p>9 MS. HARD-WILSON: Objection, form.</p> <p>10 A. Let me explain this this way. Okay? I have</p> <p>11 two sets of book. One is for sales and -- basically,</p> <p>12 for ACET's data. And I have one set of book for</p> <p>13 Windspeed Trading data. Well, quite often, that the two</p> <p>14 companies were selling the similar kind of merchandise.</p> <p>15 And when fulfillment pack them, they do not know which</p> <p>16 one is which. So they just pack them and ship them.</p> <p>17 Now we have to go into the book later and</p> <p>18 look at the invoices and decide what was shipped, and</p> <p>19 put them on a -- two different books so I know for a</p> <p>20 fact that how much was sold at the ACET side and how</p> <p>21 much was sold on the Windspeed side. And that's why it</p> <p>22 has a -- have two sets of books. So I know how much</p> <p>23 sales number were made for Windspeed and how much was</p> <p>24 the ACET side, because they were selling similar and</p> <p>25 exactly the same merchandise. And -- that's why.</p>
<p style="text-align: right;">Page 207</p> <p>1 QuickBooks have the data that you could use to run the</p> <p>2 old financial report. We have a new version of the</p> <p>3 QuickBooks for Windspeed Trading that doesn't have old</p> <p>4 data -- well, the only data from December -- November,</p> <p>5 December to that point that it cannot -- it do not have</p> <p>6 to be fixed. So what I'm talking about is the</p> <p>7 financials that they talk about for ACET but not for</p> <p>8 Windspeed Trading.</p> <p>9 Q. Got it. So it was difficult to keep the</p> <p>10 financial information clean because you had two sets of</p> <p>11 books?</p> <p>12 MS. HARD-WILSON: Objection, form.</p> <p>13 A. Yes.</p> <p>14 MR. PERRIN: Objection, form.</p> <p>15 Q. (BY MR. FREEMAN) So it was -- just want to</p> <p>16 make sure the record was clear. It was difficult to</p> <p>17 keep all the data clean because you had more than one</p> <p>18 set of books, right?</p> <p>19 MS. HARD-WILSON: Objection, form.</p> <p>20 MR. PERRIN: Objection, form.</p> <p>21 A. Yes.</p> <p>22 Q. (BY MR. FREEMAN) Okay. Did Windspeed mix the</p> <p>23 old ACET financial data?</p> <p>24 MS. HARD-WILSON: Objection, form.</p> <p>25 A. What do you mean by Windspeed make [sic] the</p>	<p style="text-align: right;">Page 209</p> <p>1 Q. (BY MR. FREEMAN) Got it. So in 2018,</p> <p>2 ACET's -- ACET Global's inventory was moved?</p> <p>3 A. Yes, in September.</p> <p>4 Q. In 2018, it was -- it was moved to Windspeed's</p> <p>5 new office, wasn't it?</p> <p>6 A. No. It was moved to the trailer.</p> <p>7 Q. You kept it in the trailer during all of 2018?</p> <p>8 A. We did not move into the new office -- the</p> <p>9 Windspeed Trading new office until the end of -- until</p> <p>10 the end of November.</p> <p>11 Q. Okay. And the ACET Global inventory was</p> <p>12 not -- was not ever moved over to that?</p> <p>13 A. Yes, it was.</p> <p>14 Q. When was it moved over there?</p> <p>15 A. At the same time we move everything.</p> <p>16 Q. So the ACET Global inventory was moved to the</p> <p>17 new Windspeed office in 2018, correct?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. How was it moved?</p> <p>20 A. By hand.</p> <p>21 Q. Just picked it up and carried it all?</p> <p>22 A. Is that what you mean? Yes, somehow. By</p> <p>23 hand, we have to move it. Is that what you mean?</p> <p>24 Q. Yeah. Well, were there any -- was anyone</p> <p>25 hired to help move it?</p>

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<p>1 A. Yes. We did hire a couple of trucking firms 2 to move it. And they do move it by hand, by the way. 3 Q. Okay. They hook a trailer up to a truck and 4 move that trailer to the new office? Is that how they 5 did it? 6 A. I -- I think so. I think -- I think they 7 moved -- no, no, no, no. They moved the stuff into a 8 truck, and then they drove the truck to the new office. 9 They did not move the whole building. It's one of those 10 storage building. They cannot move the whole building. 11 Q. Got it. Okay. So they didn't reach in and 12 pull out the foundation and move the entire building? 13 A. Oh, I'm sure they try. 14 Q. Why was it moved over to Windspeed's office? 15 A. Well, that's the only place we could put them. 16 Q. Okay. 17 A. The old office is already locked. 18 Q. The old office was locked? 19 A. The old office in Plano is already locked. 20 Q. Who was involved in this process? 21 A. In what process? 22 Q. Moving the inventory? 23 A. I was. 24 Q. And who else? 25 A. And my staff.</p>	<p>1 Global inventory over to Windspeed's new office. 2 MR. PERRIN: Objection, form. 3 A. It wasn't transferred to Windspeed's new 4 office. It was transferred to the temporary housing at 5 that time. That was long before we even leased the 6 building for Windspeed. All they know was we are moving 7 the inventory to a temporary housing so it will not be 8 locked up by the landlord because of lack of rent. And 9 that's all we know. 10 Q. (BY MR. FREEMAN) Okay. But it was moved over 11 to Windspeed's new office in 2018, right? 12 A. At the end of November. That was after we 13 rented the building. We did not rent the building until 14 November. So between October and most of the November, 15 we were in the temporary housing. 16 Q. What do you mean by "temporary housing"? 17 A. That storage unit that, as you mentioned, they 18 cannot pick up and move. 19 Q. Where were you and the employees officing out 20 of? 21 A. Where am I? 22 Q. Where were -- 23 A. I was sitting in this chair. 24 Q. Where -- is that the comfortable CEO chair, 25 the new one?</p>
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<p>1 Q. Okay. Is that all of your staff? 2 A. Yes. 3 Q. So all of your staff knew about this process? 4 A. They knew about we are moving into the -- into 5 the temporary housing, yes. 6 Q. And they -- were they involved in this 7 process? 8 A. Meaning what? They did not do the moving. 9 Q. No. I mean, did they see it going on? 10 A. Oh, I'm sure they knew the -- they saw that it 11 was moving, but they did not do the moving. 12 Q. Was Jane Lin involved in the process? 13 A. Every one of them were. 14 Q. Every single one of them was? 15 A. Yes. 16 Q. Okay. Was Dana Tomerlin involved? 17 A. Yes. 18 Q. Okay. So they were all involved in 19 transferring the inventory over to Windspeed's new 20 office? 21 A. Yes. 22 Q. Okay. What discussions did you have with them 23 about it? 24 A. About what? 25 Q. About moving -- transferring all of the ACET</p>	<p>1 A. That is the new chair. It's very comfortable, 2 thank you. 3 Q. It looks very nice. 4 A. Thank you. 5 Q. I got to tell you, mine looks really cool, but 6 it hurts the hell out of my back. 7 A. Yes. The old chair was very old, and I 8 decided to buy my own. And I move it back to the house 9 when we all left the building and work at home. So it 10 is very nice. 11 Q. Good. Well, let -- I'm trying to figure 12 out -- I'm going -- I'm back in 2018. Okay? I'm 13 thinking back -- but between -- let's call it October 14 until the end of November 2018 -- where were -- where 15 were you officing out of? 16 A. At home. 17 Q. And where was the rest of your staff officing 18 out of? 19 A. Some of them were home. Some of them in those 20 temporary housing units that do packing and whatever. 21 But most of them worked at home. 22 Q. Okay. So y'all were able to get email and 23 Internet at home not being in an office? 24 A. At that time, I remember in the middle of the 25 October, I start registering email address, then they</p>

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1 start having email as windspeedtrading.com, yes. Still  
2 at that time, they all have email from me as  
3 windspeedtrading.com, yes.  
4 Q. Okay. Okay. What discussions did you have  
5 with any of them about this whole process?  
6 A. What "whole process" you refer to?  
7 Q. Did any of them find it weird that they were  
8 having to work from home?  
9 A. No.  
10 Q. Nobody said anything about it?  
11 A. No.  
12 Q. No discussions about it?  
13 A. No.  
14 Q. Did anybody ask how long they were going to be  
15 working from home?  
16 A. No.  
17 Q. Did anybody say it's nice to be able to work  
18 in my pajamas?  
19 A. They were not working in their pajamas, and I  
20 would have a lot of objection if they do.  
21 Q. Did they say they liked not having a commute?  
22 A. Well, eventually, they have to commute to the  
23 new office. But they do have to commute even during  
24 that time because we rented two storage unit. One is in  
25 Coit Road, and one is -- I forgot what it was. So they

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1 do have to go there, even though one of them was very  
2 much just the furniture storage. And so they do have to  
3 travel there, but it's not the same traveling as they do  
4 to the old office in Plano.  
5 Q. Okay. What involvement did Matt Denegre have  
6 in this?  
7 A. None.  
8 Q. What involvement did Steve Bellah have?  
9 A. None.  
10 Q. David Hook?  
11 A. None.  
12 Q. Ludlow?  
13 A. None.  
14 Q. Who set up the rental with the storage?  
15 A. I did.  
16 Q. How was it paid?  
17 A. From my credit card.  
18 Q. How long was the rental period?  
19 A. Well, we rent it for one month. And as part  
20 of that promotion, they give us one month free if I rent  
21 one month. So -- well, we practically pay for one month  
22 and get two months out.  
23 Q. So you thought you'd only need one month, but  
24 they basically gave you two?  
25 A. Well, we were hurry up to try to rent a place,

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1 so yes.  
2 Q. Got it. Who boxed up the inventory?  
3 A. The inventory, as it was, did not have to be  
4 boxed up. They sat on a shelf in the old office. So,  
5 basically, they took a -- a unit, just take it off the  
6 shelf, put it in the truck. So they don't have to be  
7 boxed up.  
8 Q. Okay. Did you inform Super G about the --  
9 about transferring the inventory?  
10 A. Transferring the inventory to the temporary  
11 housing?  
12 Q. Sure. Yes, sir.  
13 A. Yes, they know about it.  
14 Q. What did they say?  
15 A. They agree with that. They're the one that  
16 really concerned about it -- if it disappeared, so they  
17 knew there was a solution.  
18 Q. Right.  
19 A. So there's no other solution. We tried to  
20 lease another place before that, but that didn't work  
21 out. So we have -- we have no other option. And the  
22 landlord is already start changing the lock.  
23 Q. Okay. And so Super G was keeping a close eye  
24 on it?  
25 A. Yes.

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1 Q. Did they come out and inspect it?  
2 A. They did not come out and inspect it, but they  
3 knew about it.  
4 Q. Okay. And then after you transferred it to  
5 the new -- the new Windspeed office, did you inform  
6 Super G?  
7 A. Yes. I inform them that we have a new office.  
8 And I believe Steve Bellah actually came out and look at  
9 the new office.  
10 Q. Got it. And wanted to see the inventory?  
11 A. They wanted to see -- he wanted to see the new  
12 office.  
13 Q. Did you -- did you notify Tomer Damti that his  
14 collateral had been moved to the new Windspeed office?  
15 MR. PERRIN: Objection, form.  
16 A. No.  
17 Q. (BY MR. FREEMAN) No?  
18 A. No, I did not contact Tomer.  
19 Q. Okay. When you moved it over to the new  
20 Windspeed office -- when you moved the ACET inventory  
21 over to the new Windspeed office, did you instruct your  
22 employees to segregate it from the other inventory?  
23 A. No. Because when we first move in to the  
24 Windspeed office, we don't have any Windspeed inventory.  
25 So it's very easy to segregate.



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1 Q. So if one of your employees had testified that  
2 you did, would they be incorrect?  
3 A. Yes.  
4 MR. PERRIN: Objection, form.  
5 MS. HARD-WILSON: Objection, form.  
6 Q. (BY MR. FREEMAN) Would they have possibly  
7 lied about that?  
8 MR. PERRIN: Objection, form.  
9 MS. HARD-WILSON: Objection, form.  
10 A. No.  
11 Q. (BY MR. FREEMAN) And how do you know that?  
12 A. Because there was no Windspeed Trading  
13 inventory at that time. There's no way they could lie  
14 about it.  
15 Q. What if they testified that there was, in  
16 fact, Windspeed inventory at that time?  
17 MR. PERRIN: Objection, form.  
18 MS. HARD-WILSON: Objection, form.  
19 A. Then they would be wrong.  
20 Q. (BY MR. FREEMAN) Okay. So you didn't do  
21 anything to segregate the ACET inventory?  
22 MR. PERRIN: Objection, form.  
23 A. As I answered you earlier, there was no  
24 Windspeed Trading inventory. There's nothing to  
25 segregate.

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1 Q. (BY MR. FREEMAN) Got it. And Windspeed  
2 just -- Windspeed just kept carrying out the sales of  
3 that inventory, though, right?  
4 A. Yes.  
5 Q. Okay. So Windspeed during this time was  
6 selling that old ACET inventory --  
7 A. Yes.  
8 Q. -- because there were still orders coming in?  
9 Was that a yes?  
10 A. Yes.  
11 Q. Okay. So Windspeed was selling off all the  
12 ACET inventory?  
13 A. Yes.  
14 Q. Okay.  
15 A. During that time.  
16 Q. Okay. Did it sell most of it off?  
17 A. No.  
18 Q. Okay. Is it still there?  
19 A. Some of them are still there.  
20 MR. PERRIN: Objection, form.  
21 A. Three years later, they were still there. We  
22 couldn't even give it away.  
23 Q. (BY MR. FREEMAN) Is that the monkeys?  
24 A. Pardon?  
25 Q. Is that the monkeys?

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1 A. Oh, the monkey was long gone. We -- the  
2 monkey was a patent violation. I cannot sell them in  
3 the U.S. And I sold them to Australia at a greatly  
4 reduced price, and they were gone in a few months. Yes,  
5 the laughing monkeys were gone. I have to sell them  
6 into Australia, and I have to pay for shipping for that.  
7 Q. There was a pretty big market for them in  
8 Australia?  
9 MR. PERRIN: Objection, form.  
10 A. I cannot tell you, but they bought it.  
11 Q. (BY MR. FREEMAN) As soon as you started  
12 trying to sell it in Australia, they bought it pretty  
13 quickly, didn't they?  
14 MR. PERRIN: Objection, form.  
15 A. Yes, because the patent that the laughing  
16 monkey has in the U.S. does not apply to Australia. So  
17 they were happy to buy it, and they were happy to buy it  
18 at the lower cost. And we were happy to sell it just to  
19 get rid of it.  
20 Q. (BY MR. FREEMAN) Sounds like that was some  
21 pretty good work as the CEO finding an outlet to sell  
22 that?  
23 A. Well, getting involved with patent is one of  
24 my speciality. I have quite a few patent myself, so I  
25 know the patent law very well. So, yes, I can sell

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1 those to Australia and get rid of it.  
2 Q. Sounds pretty brilliant.  
3 When did you -- when did you figure that  
4 out?  
5 A. Well, as soon as I figured that that one was  
6 under patent and we got letters from the patent holder  
7 saying that you're selling them to that end. Several  
8 people actually got in a lot of trouble selling that  
9 laughing monkey, Amazon being one of them. And they  
10 were on TV about selling this laughing monkey. So it's  
11 not something unusual. And I know right away we have a  
12 lot of them, different color, so I had to sell them;  
13 otherwise, it would just sit there in the warehouse.  
14 Q. And when was that?  
15 A. Oh, I would say probably beginning of  
16 September, end of August.  
17 Q. Of what year?  
18 A. 2018.  
19 Q. Okay. So -- so it sounds like that was a  
20 pretty serious matter?  
21 A. It was a serious matter because if you can't  
22 sell it, that's quite a few thousand dollars worth of  
23 laughing monkey that you can take it home for the kids  
24 to play with.  
25 Q. Pretty serious; not a laughing matter, huh?



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1 A. No.  
2 Q. Did Windspeed have an inventory system?  
3 A. No, not really. We eventually -- I think last  
4 year, we bought an inventory system, but we find out it  
5 was not useful for the way inventory work. Then we  
6 cancel that this year. But, no, we do not have an  
7 inventory system. Paula is responsible for the  
8 inventory, so she use the spreadsheets.  
9 Q. Okay. You said the way your inventory system  
10 worked. What do you mean by that?  
11 A. Well, we have -- it used to be we have --  
12 maybe we bought 500 units of X, and then we start  
13 selling three at a time, ten at a time. So every day,  
14 we had to subtract that from the inventory so we know  
15 exactly how many we have left. Because what we didn't  
16 want to have happen is that we sell all our inventory  
17 and we are very close to selling out, and we forget to  
18 buy them. And buying new inventory sometimes takes  
19 months, not days, because they have to be shipped from  
20 China. That was one of the problems that we used to  
21 have was that everything was shipped by air, so it takes  
22 about a week. We cannot afford to do that, so  
23 everything was shipped by sea. And by the time we get  
24 them, it will be at least two months before it get here.  
25 So we have to watch the inventory very closely and make

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1 sure that we don't run out. So every day we have  
2 account for inventory, especially items that were  
3 selling fast.  
4 Q. Okay. But y'all just do that manually?  
5 A. We all do that manually. Like, one, two,  
6 three, four, something like that.  
7 Q. How did Tomer do it when he was at ACET?  
8 A. I cannot tell you how Tomer do it.  
9 Q. Did he use a more sophisticated inventory  
10 system?  
11 A. I cannot tell you how he did it, and -- so I  
12 cannot answer that question.  
13 Q. When you came on and took over as CEO in  
14 February of 2018, what kind of inventory software system  
15 were they running?  
16 A. There wasn't any, that I know of.  
17 Q. Okay. As CEO, isn't that something you  
18 would -- you'd look at closely?  
19 A. I looked at it, but not closely.  
20 Q. If you were really intending to make sure this  
21 business did well, it succeeded, wouldn't you want to  
22 know how the inventory system worked?  
23 MR. PERRIN: Objection, form.  
24 MS. HARD-WILSON: Objection, form.  
25 A. I know the inventory -- I know the inventory.

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1 But do we need software or do we need anything  
2 sophisticated to keep track of inventory? I don't  
3 believe so.  
4 Q. (BY MR. FREEMAN) Okay. Was there a computer  
5 that y'all used to keep the inventory on?  
6 A. No. The computer was not used to keep the  
7 inventory data. The computer, basically, is used to  
8 other applications, more like what other computers do,  
9 but not for -- not for the inventory data.  
10 Q. So if Dana Tomerlin had testified in her  
11 deposition that Windspeed took over the same computer  
12 that ACET had used for its inventory, she would be  
13 wrong?  
14 MR. PERRIN: Objection, form.  
15 A. No. They used the computer to enter -- like,  
16 after they counted up 435, they used the computer to  
17 enter that information to that spreadsheet so it's not  
18 wrong.  
19 Q. (BY MR. FREEMAN) Okay. This is like tomato,  
20 tomato, I think, because I'm asking was that same  
21 computer that was used at ACET to keep track of  
22 inventory, was that computer used by Windspeed?  
23 A. Well, you can ask the question, but I can tell  
24 you that we do not use the computer to count how many  
25 items I have. We still take the item down on the floor,

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1 and they count them, one, two, three, four, five, and  
2 then say, "We have 125 left. Somebody enter that into  
3 that computer." Now, is that computer-assisted? Well,  
4 it depends on the definition of computer-assisted. But  
5 the computer did not count them.  
6 Q. Got it. Did a human being that worked at  
7 Windspeed type in the inventory count into a spreadsheet  
8 on a computer that Windspeed used?  
9 A. Yes.  
10 Q. And was that computer the same one that ACET  
11 had used?  
12 A. I assume it is. I cannot tell you for sure.  
13 Q. Wasn't it, in fact, the same computer that  
14 Dana, a human being, punched in the numbers on when she  
15 worked at ACET?  
16 A. I assume that she did use the same computer,  
17 and I cannot tell you for sure.  
18 Q. Okay. Mr. Szeto, I know that you are not  
19 tired at all --  
20 A. You mean you are tired?  
21 Q. I know you don't need a break, but I need a  
22 short one.  
23 A. Okay.  
24 Q. And I just sense that everybody does as well.  
25 So I'm going to ask if we can, maybe, take a ten-minute

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1 break?  
2 A. Okay.  
3 MR. PERRIN: And Karen, could you, during  
4 the break, calculate the amount of time we have  
5 remaining?  
6 THE REPORTER: We've been on the record  
7 for 4 hours and 41 minutes.  
8 MR. PERRIN: Thank you.  
9 (Break taken from 3:09 p.m. to 3:23 p.m.)  
10 Q. (BY MR. FREEMAN) Mr. Szeto, what is Baymark  
11 Partners Management, LLC?  
12 A. I do not know what Baymark Partners, LLC -- I  
13 do -- I do not get involved in any other details other  
14 than just running the company, trying to sell something  
15 or buy something.  
16 Q. Okay.  
17 A. I do not get involved with any other  
18 organizational management issues.  
19 Q. Okay. Are you familiar with Baymark Partners  
20 Management, LLC?  
21 A. No, I'm not.  
22 Q. Have you -- does Windspeed have a relationship  
23 with Baymark Partners Management, LLC?  
24 MR. PERRIN: Objection, form.  
25 A. No.

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1 Q. (BY MR. FREEMAN) Windspeed does not have a  
2 relationship with Baymark Partners Management, LLC; is  
3 that correct?  
4 MS. HARD-WILSON: Objection, form.  
5 A. Yes.  
6 Q. (BY MR. FREEMAN) Okay. Do you know who owns  
7 Baymark Partners Management, LLC?  
8 A. No, I have no idea.  
9 Q. Do you know if it's owned by Tony Ludlow?  
10 MS. HARD-WILSON: Objection, form.  
11 MR. PERRIN: Objection, form.  
12 Q. (BY MR. FREEMAN) Do you know if it's owned by  
13 David Hook?  
14 MS. HARD-WILSON: Objection, form.  
15 THE REPORTER: Jason, I didn't get an  
16 answer to that last question, or the one about Tony  
17 Ludlow.  
18 A. I do not know.  
19 Q. (BY MR. FREEMAN) I'm going to ask it again,  
20 just to make it clear.  
21 Mr. Szeto, do you know if Tony Ludlow has  
22 an ownership interest in Baymark Partners Management,  
23 LLC?  
24 MS. HARD-WILSON: Objection, form.  
25 A. No, I do not know.

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1 Q. (BY MR. FREEMAN) Do you know if David Hook  
2 has an ownership interest in Baymark Partners  
3 Management, LLC?  
4 MS. HARD-WILSON: Objection, form.  
5 A. No, I do not know.  
6 Q. (BY MR. FREEMAN) Do you, yourself, have any  
7 relationship with Baymark Partners Management, LLC?  
8 A. No, I don't.  
9 Q. Does Windspeed have any other -- you know, any  
10 other type of relationship with Baymark Partners  
11 Management, LLC?  
12 A. No --  
13 MR. PERRIN: Objection, form.  
14 A. -- not that I know of.  
15 Q. (BY MR. FREEMAN) Okay. Is Tony Ludlow a  
16 member of Windspeed's board?  
17 A. He was appointed as a member of the board, but  
18 he never participated on anything.  
19 Q. He never did anything?  
20 A. He never did anything or talk about anything.  
21 Q. Did Super G get a member on the board, too?  
22 A. Steve was on the board at one time, but  
23 that -- the board members pretty much went away after  
24 the question concerning the PPP loan. That was the last  
25 time I talked to anybody that was on the board.

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1 Q. So the board members of Windspeed, they didn't  
2 do anything from the time it was formed until Windspeed  
3 needed a PPP loan?  
4 MR. PERRIN: Objection, form.  
5 Q. (BY MR. FREEMAN) Is that correct?  
6 MR. PERRIN: Objection, form.  
7 A. No, I -- because I -- the requirement, to make  
8 sure the board know I'm going to borrow money, so I call  
9 and ask them. And they also give me some idea what that  
10 PPP loan at that time, just the beginning, who knows  
11 what and so on. So it is information that I got from  
12 them. And, yes, I called them and asked them about the  
13 PPP loan to find more information about it.  
14 Q. (BY MR. FREEMAN) How -- how much of a loan  
15 did you get?  
16 A. I got about \$42,000 of PPP loan, and I have  
17 since pay back.  
18 Q. Did they -- did they say anything about  
19 whether the SBA had affiliation rules that may impact  
20 Windspeed?  
21 A. Not that I know of.  
22 Q. Did you take any steps to look into whether  
23 Windspeed actually qualified for the PPP loan?  
24 A. Yes.  
25 Q. And in the process of that, did you look at

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1 the SBA's affiliation rules?  
2 A. Yes.  
3 Q. Okay. And did you ask any of the Baymark  
4 Partners to look at that?  
5 A. No.  
6 Q. What was your conclusion after looking at  
7 that?  
8 A. I wasn't interested in that loan.  
9 Q. But you were interested in the PPP loan?  
10 A. Yes.  
11 Q. And by "PPP loan," do you mean a payroll  
12 protection loan?  
13 A. Yes.  
14 Q. And is that the loan that came out of the  
15 March 27th, 2020, CARES Act?  
16 A. Yes.  
17 Q. And did you understand that that Act -- that  
18 Act had charged the small business administration, the  
19 SBA, with administering that loan program?  
20 A. Yes.  
21 Q. And did you understand that PPP loans were  
22 subject to the SBA's affiliation rules?  
23 A. Yes.  
24 Q. Okay. And so are you understanding that you  
25 had to comply with those in order to get a PPP loan?

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1 A. Yes.  
2 Q. Did you factor in Baymark Partners Management,  
3 LLC's interest in Windspeed --  
4 MR. PERRIN: Objection, form.  
5 Q. (BY MR. FREEMAN) -- in applying for the PPP  
6 loan?  
7 A. No, did not know anything about Baymark  
8 Partners issues.  
9 Q. Okay. Because you don't even know who Baymark  
10 Partners Management, LLC is?  
11 MR. PERRIN: Objection, form.  
12 Q. (BY MR. FREEMAN) Is that correct?  
13 A. No, I have no idea what Baymark Partners, LLC  
14 is, and I have no interest in it.  
15 Q. And it's Baymark Partners Management, LLC,  
16 correct? You don't know what that is?  
17 A. I do not know what that is.  
18 Q. Okay. And did you factor in Super G's  
19 interest in Windspeed in applying for the PPP loan?  
20 MR. PERRIN: Objection, form.  
21 A. No.  
22 Q. (BY MR. FREEMAN) So Tony Ludlow is a member  
23 of Windspeed's board?  
24 A. He was appointed as part of the Windspeed  
25 board, but we never talked about it.

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1 Q. It wasn't really a board, was it?  
2 MR. PERRIN: Objection, form.  
3 A. It's not for me to make a comment about that.  
4 Q. (BY MR. FREEMAN) You were -- you were kind of  
5 the man running the show, though, weren't you?  
6 A. Yes.  
7 Q. It wasn't really a board, was it?  
8 MR. PERRIN: Objection, form.  
9 A. To be more exact, I didn't want to make  
10 anybody mad for answering that question.  
11 Q. (BY MR. FREEMAN) Well, I -- now,  
12 unfortunately, we don't get to do that. Let's be real.  
13 You were -- you were the driving force behind Windspeed,  
14 weren't you?  
15 MR. PERRIN: Objection, form.  
16 A. Yes.  
17 Q. (BY MR. FREEMAN) It didn't have a real board,  
18 did it?  
19 MR. PERRIN: Objection, form.  
20 MS. HARD-WILSON: Objection, form.  
21 A. I don't want to answer that question. To  
22 answer your question, yes, I am driving everything that  
23 is with the business. And whether there will be a board  
24 or not is besides the point.  
25 Q. (BY MR. FREEMAN) Well, you don't want to

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1 answer it because it will -- it might hurt someone's  
2 feelings?  
3 MR. PERRIN: Objection, form.  
4 A. Jason, I never worry about hurting somebody's  
5 feeling.  
6 Q. (BY MR. FREEMAN) Bill, now, I got to tell  
7 you, you're sitting in the big comfy CEO chair. You've  
8 got to make some hard calls sometimes.  
9 A. Well, I pay for that chair, and I think I  
10 deserve to sit in that big chair.  
11 Q. I think you do. What I'm asking you, though,  
12 is a big chair question.  
13 A. Okay. Go ahead.  
14 Q. Do you not want to say whether it was a real  
15 board because you don't want to hurt someone's feelings?  
16 MR. PERRIN: Objection, form.  
17 A. I don't ever worry about somebody's feeling.  
18 And I'm 76 years old. Do I really worry about hurting  
19 somebody's feeling? No.  
20 Q. (BY MR. FREEMAN) Well, let's be real; it  
21 wasn't a real board, was it?  
22 MR. PERRIN: Objection, form.  
23 Q. (BY MR. FREEMAN) I mean, it wasn't a real  
24 board, was it?  
25 MR. PERRIN: Objection, form.

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1 A. I don't want to answer that question.  
2 Q. (BY MR. FREEMAN) Let's say this. It was on  
3 paper, wasn't it?  
4 MR. PERRIN: Objection, form.  
5 A. It was printed on paper, but I cannot answer  
6 that question.  
7 Q. (BY MR. FREEMAN) That's about it, though,  
8 wasn't it?  
9 MR. PERRIN: Objection, form.  
10 A. I'm not worried about the answer to that one.  
11 MR. FREEMAN: Brenda, can I get an  
12 instruction to answer a question?  
13 MS. HARD-WILSON: We object --  
14 MR. FREEMAN: I'm sorry?  
15 MS. HARD-WILSON: We objected and  
16 preserved our objections.  
17 Mr. Szeto, if you could answer to the best  
18 of your ability.  
19 THE WITNESS: Okay.  
20 A. No, I do not care about the board one way or  
21 the other. And I do not worry about hurting somebody's  
22 feeling saying that I don't need one.  
23 Q. (BY MR. FREEMAN) So you're saying, no, it  
24 wasn't a real board?  
25 MR. PERRIN: Objection, form.

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1 Q. (BY MR. FREEMAN) Correct?  
2 A. Yes. No, it wasn't a real board.  
3 Q. Okay. Thank you.  
4 Did -- now, why did you do business with  
5 Baymark Partners Management, LLC?  
6 MR. PERRIN: Objection, form.  
7 A. I don't actually do business with Baymark  
8 Partners, LLC.  
9 Q. (BY MR. FREEMAN) Okay.  
10 A. I was asked by David Hook to help him to look  
11 at this business he has. And the first time I ever get  
12 to see it was the presentation made by Tomer. And after  
13 that -- after several months after that, he asked me to  
14 go and take a look at the company that he had bought,  
15 and that was the -- that was one day for about two hours  
16 or three hours. And that was the only time that I  
17 actually look at the company that David Hook asked me to  
18 look at, which is not unusual because I do that a lot  
19 for other VCs as well.  
20 But, eventually, at the beginning of 2018,  
21 he asked me to go back and help with the sales effort  
22 with ACET Global. And I went back -- at the first day,  
23 I went back to start talking to the sales people and  
24 talk to Tomer, and that was the first day I went back to  
25 talk to -- and I wasn't exactly planning to work with

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1 David Hook or anybody.  
2 Q. (BY MR. FREEMAN) Okay. Mr. Szeto, I have put  
3 on the screen what's marked as Exhibit 8. Do you see  
4 this, sir?  
5 A. Yes.  
6 (Exhibit 8 marked.)  
7 Q. (BY MR. FREEMAN) And do you recognize this  
8 document?  
9 A. Yes, I think so.  
10 Q. Okay. What is this?  
11 A. I think it is the Amended and Restated Company  
12 Agreement of -- concerning the loan.  
13 Q. Okay. And what is this -- what is this  
14 document dated?  
15 A. October 18, 2018.  
16 Q. Okay. And do you know when it was executed?  
17 A. I don't know for sure when it was executed,  
18 and -- so -- so I cannot tell you for sure. It was  
19 about that time, and -- it was in October sometime.  
20 Q. Sometime around -- around or on October 18th,  
21 2018?  
22 A. Yes, yes.  
23 Q. Who executed it?  
24 A. As I mentioned to you, I received the loan --  
25 the money actually October 20th, and this document came

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1 out at the same time.  
2 Q. Okay. Were they coordinated? Was this  
3 document coordinated with the loan?  
4 A. I think so.  
5 Q. Why do you think so?  
6 A. Because I received the money about the same  
7 time.  
8 Q. Was there any other reason that might make you  
9 think they were coordinated?  
10 A. No.  
11 Q. Okay. Who executed this document?  
12 A. I signed it.  
13 Q. Do you know who else?  
14 A. I do not know who else signed it. I assume  
15 everybody else signed it.  
16 Q. Okay. I'm showing you the signature pages --  
17 A. Okay.  
18 Q. -- of what's -- excuse me -- marked as  
19 Exhibit 8 of this deposition. And do you see below?  
20 A. Yes.  
21 Q. Who else signed it besides you?  
22 A. I see Tony Ludlow's signature, and that's  
23 about the only other signature I saw other than mine.  
24 Q. Okay. And I'm going to go down another page,  
25 but who did he sign on behalf of?

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<p>1 A. I -- I don't know. I cannot tell you who he 2 signed for. 3 Q. Okay. Does it look like his signature up 4 here (indicating) is under the name Baymark Partners 5 Management, LLC? 6 A. I assume it is. 7 Q. Does that appear to you that he's signing this 8 as Baymark Partners Management, LLC? 9 A. I assume it is. 10 Q. And is this his signature below it, as far as 11 you know? 12 A. I do not know -- I do not recognize his 13 signature, one way or the other. I have very, very 14 little dealing with Tony Ludlow. 15 Q. Got it. Well, he lists his title below the 16 name as manager; is that correct? 17 A. I do not know what his title is. 18 Q. But if it's listed as manager, does that 19 appear to you that whoever signed this is representing 20 that they're the manager of Baymark Partners Management, 21 LLC? 22 A. I do not want to guess. I do not know. 23 Q. Okay. Let's look at the page below this. Did 24 anyone else sign this document? 25 A. I saw a wiggly line that says, "Mark Cole." I</p>	<p>1 Q. Okay. 2 A. So -- okay? 3 Q. So did you -- did you draft the original one? 4 A. Yes. 5 Q. You don't have -- you don't have -- you're the 6 CEO, right? 7 A. Yes. 8 Q. You don't have people that you have do that 9 for you? 10 A. Well, I have a son that would do that for me. 11 Q. Is that who drafted the original? 12 A. Yes. 13 Q. Okay. And what is your son's name? 14 A. Alex. 15 Q. So that's Alex? And what firm does he work 16 for? 17 A. He works for the firm that -- Amanda's firm. 18 Q. Brenda's firm? 19 A. Yes, Brenda's firm. 20 Q. Is -- do you have a copy of that original 21 version? 22 A. I don't. I'm sure that Alex have. 23 Q. Okay. Did you ask for a copy of that in 24 gathering the relevant documents for discovery in this 25 case?</p>
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<p>1 assume that that's Mark Cole's signature. 2 Q. Okay. Does Mark Cole -- does his name appear 3 above the title "chief financial officer"? 4 A. Yes. 5 Q. And is that of Super G Capital, LLC? 6 A. Yes. 7 Q. Okay. And you signed this document as well; 8 is that correct? 9 A. Yes. 10 Q. And in what capacity did you sign this 11 document? 12 A. Well, I signed it as manager. 13 Q. Okay. Manager of Windspeed Trading, LLC? 14 A. Yes. 15 Q. Okay. This document, is it -- is it the 16 Amended and Restated Company Agreement of Windspeed 17 Trading, LLC? 18 A. As far as I know, yes. 19 Q. Okay. Was there a prior version that was 20 amended? 21 A. There was a prior version that we made up 22 earlier, which they have some suggestion to change. So, 23 yes, there was a prior version that -- but -- and Julie 24 had modified it and whatever that was, but this supposed 25 to be the version that we are going to use.</p>	<p>1 A. I did not ask for one because it had changed 2 so many different times. 3 Q. How many times -- has it changed since this 4 one? 5 A. I didn't count them, but many times. 6 Q. I'm sorry. I didn't understand that. 7 A. I said there may be five, six, seven times. I 8 cannot -- I did not count them, and I cannot keep track 9 of them. 10 Q. Since the version that's on the screen right 11 now? 12 A. No, that has different versions of this 13 before. 14 Q. Before -- 15 A. I do not know what version that is. 16 Q. Before you signed this one, there were 17 different drafts; is that what you're saying? 18 A. Yes. 19 Q. Okay. And as far as you know, is this the 20 active version, the signed version? 21 A. As far as I know, yes. 22 Q. Okay. Mr. Szeto, this is forming your 23 company, right? 24 A. Yes. 25 Q. And you mentioned you got some help with this</p>



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1 amended agreement and that Julie had helped?  
2 MR. PERRIN: Objection, form.  
3 Q. (BY MR. FREEMAN) Is that correct?  
4 MR. PERRIN: Objection, form.  
5 A. Julie work with Alex to work on several  
6 versions of this agreement. And, yes, I would consider  
7 that Julie was helping with Alex.  
8 Q. Were they like -- were they a team?  
9 MR. PERRIN: Objection, form.  
10 A. No, they were not a team. Alex was  
11 representing me.  
12 Q. (BY MR. FREEMAN) Okay. And Julie was  
13 representing who?  
14 A. I don't know.  
15 Q. Okay. You think she was representing one of  
16 the parties to this document?  
17 A. I do not know.  
18 Q. Okay. If you look down on Page 7 of this  
19 exhibit, I would like for you to look at Paragraph 3.1.  
20 A. Yes.  
21 Q. First, to the "Duties of Board of Managers."  
22 Do you see that, sir?  
23 A. Yes.  
24 Q. It says, "The business and affairs of the  
25 company shall be managed by the Board of Managers. The

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1 Board of Managers shall be solely responsible for the  
2 operation and management of the business of the Company.  
3 And except as otherwise expressly provided in this  
4 agreement, the Board of Managers shall possess all  
5 rights, powers and authority generally confirmed by  
6 applicable law or deemed by the Board of Managers as  
7 necessary, advisable or consistent in connection  
8 therewith."  
9 The Board of Managers, is it your  
10 understanding, under this document, they're supposed to  
11 manage Windspeed?  
12 A. Supposed to, yes.  
13 Q. And they're supposed to be solely responsible  
14 for the operation and management of Windspeed, right?  
15 A. Yes.  
16 Q. And Paragraph 3.2, does that provide that  
17 there is no control by a member -- in their capacity as  
18 a member?  
19 MR. PERRIN: Objection, form.  
20 A. I don't understand what the question is.  
21 Q. (BY MR. FREEMAN) It was not phrased well.  
22 Let me -- let me read the language that I've  
23 highlighted. The caption says, "No control by members."  
24 And after that, it says, "No member, (except a member  
25 who may also be a manager or officer, and then only in

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1 such a capacity within the scope of his, her or its  
2 authority hereunder) will participate in or have any  
3 control over the Company business or will have any  
4 authority or right to act for or bind with the company."  
5 Does that mean that a member -- just  
6 merely being a member doesn't give someone any control  
7 over the company?  
8 MR. PERRIN: Objection, form.  
9 MS. HARD-WILSON: Objection, form.  
10 A. I still don't understand what your question  
11 is.  
12 Q. (BY MR. FREEMAN) Let's go down to  
13 Paragraph 3.5. Paragraph 3.5 is captioned "Current  
14 Board of Members" -- excuse me -- "Current Board of  
15 Managers." It says, "The Board of Managers, as of the  
16 date of this agreement, shall consist of the following  
17 persons." It says, "Anthony Ludlow, Steven Bellah,  
18 William Szeto"; is that correct?  
19 A. Yes.  
20 Q. Okay. Is Steven Bellah a current manager on  
21 the Board of Managers?  
22 A. He was on this paper, yes.  
23 Q. Okay. I would like to go down to  
24 Paragraph 13 -- excuse me -- Paragraph 9.1. Section 9.1  
25 is captioned "Restrictions on Transfer of Interest." It

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1 says, "Except as otherwise provided in this Article IX,  
2 no member shall have the right to sale, transfer,  
3 pledge, encumber, hypothecate or otherwise assign all or  
4 any portion of its interest without the consent of the  
5 Board of Managers, which consent may be withheld in its  
6 sole and absolute discretion."  
7 Did it look like I read that correctly?  
8 A. Well, that's what is on the paper, yes.  
9 Q. Is that what the reality is?  
10 MS. HARD-WILSON: Objection, form.  
11 A. I don't know what the reality is.  
12 Q. (BY MR. FREEMAN) Okay.  
13 A. I do not know what you imply.  
14 Q. But you started Windspeed, right?  
15 A. Yes, I did.  
16 Q. And this is your company?  
17 A. Yes.  
18 Q. And you own 100 percent of it?  
19 A. So far, yes.  
20 Q. Okay. What do you mean by "so far"?  
21 A. Well, I haven't sell any of it.  
22 Q. Okay. But this doesn't appear to allow you to  
23 sell it, does it?  
24 MR. PERRIN: Objection, form.  
25 MS. HARD-WILSON: Objection, form.



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1 A. Well, I do not know what this actually mean,  
2 nor do I have any interest of selling anything or  
3 transfer anything. So -- so I don't -- I do not think  
4 this actually apply.  
5 Q. (BY MR. FREEMAN) Did you ever read this  
6 before signing it?  
7 A. Yes, I read it.  
8 Q. Did you understand this when you read it?  
9 A. No.  
10 Q. Okay. Did you ask anybody what it meant?  
11 A. I asked Alex what it meant, and I wasn't  
12 concerned about it.  
13 Q. Okay. It didn't concern you that there were  
14 restrictions placed on your ability to sell your own  
15 company?  
16 MS. HARD-WILSON: Objection, form.  
17 A. There's always restriction everywhere, and I'm  
18 not concerned about every single little bit of  
19 restriction there is.  
20 Q. (BY MR. FREEMAN) Okay.  
21 A. I would deal with it when I come across it.  
22 Q. Okay. We go down to Exhibit A of this  
23 Exhibit 8. Do you see that, Mr. Szeto?  
24 A. Yes.  
25 Q. And does this Exhibit A to Exhibit 8, does it

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1 state that it -- "Members, Warrant Holders, Interests"?  
2 Is that the caption?  
3 A. Yes.  
4 Q. And is this exhibit -- do you understand this  
5 to be setting out the warrant rights that are owned by  
6 parties to this agreement?  
7 A. Yes.  
8 MR. PERRIN: Objection, form.  
9 Q. (BY MR. FREEMAN) And does this document state  
10 that you, Mr. Szeto, contributed \$0 to Windspeed?  
11 A. Yes. At that point, yes.  
12 Q. Okay. And does it state on the far right side  
13 that your interests upon exercise of all of the warrants  
14 would be 20 percent?  
15 A. Yes, I can see that.  
16 Q. Okay. And below your name, does it state that  
17 one of the warrant holders is Super G Capital?  
18 A. Yes.  
19 Q. And does it state that Super G Capital had a  
20 capital contribution of \$0?  
21 A. Yes.  
22 Q. And does it state that upon exercise of all of  
23 Super G's warrants, that it will have a 40 percent  
24 interest in Windspeed?  
25 A. Yes.

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1 Q. And below Windspeed -- and below Super G's  
2 name, does it state that Baymark Partners Management,  
3 LLC is a warrant holder?  
4 A. Yes.  
5 Q. And does it state that Baymark Partners  
6 Management, LLC contributed \$0 to Windspeed?  
7 A. Yes.  
8 Q. And does it state that upon exercise of  
9 Baymark Partners Management, LLC's warrants, that it  
10 will own 40 percent of Windspeed?  
11 A. Yes.  
12 Q. And do you know what the exercise price for  
13 those warrants is --  
14 A. No.  
15 Q. -- for Super G Capital or for Baymark Partners  
16 Management, LLC?  
17 A. No.  
18 Q. Do you believe it to be a significant amount  
19 of money?  
20 A. No.  
21 Q. Do you believe it to be a nominal amount of  
22 money?  
23 A. I do not know what that is. I do not know  
24 what it is at this point in time.  
25 Q. Okay. Did you have any negotiations about

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1 those warrants?  
2 A. No.  
3 Q. And why, Mr. Szeto, did you agree to allow two  
4 other persons to have warrant rights to -- 40 percent  
5 each of Windspeed, your company, for \$0?  
6 A. I was hoping that by agreeing to the  
7 percentage of warrants, they will be able to help me  
8 with financing and other necessary issues, but that have  
9 not turn out to be true.  
10 Q. Okay.  
11 (Exhibit 9 marked.)  
12 Q. (BY MR. FREEMAN) Mr. Szeto, I want to show  
13 you what's marked as Exhibit 9 to this deposition.  
14 A. Okay.  
15 Q. Do you recognize this document, sir?  
16 A. Do I recognize this document? Yes, I do.  
17 Q. And is the heading on this document Windspeed  
18 Trading, LLC?  
19 A. Yes.  
20 Q. And is the address listed there 1761  
21 International Parkway, Suite 133?  
22 A. Yes.  
23 Q. And is this document dated January 10th, 2019?  
24 A. Yes.  
25 Q. And is that your signature on the document,

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1 sir?

2 A. Yes, it is.

3 Q. And did -- does it state that you are the

4 president and CEO of Windspeed Trading, LLC?

5 A. Yes.

6 Q. And does this document contain a directive to

7 "please close the following three accounts under ACET

8 Global, LLC effective immediately"?

9 A. Yes.

10 Q. Okay. And were those three accounts that are

11 listed ACET Global bank accounts?

12 A. Yes.

13 Q. Why were your sending a document to close the

14 ACET Global bank accounts in January of 2019?

15 A. Because we were not using it, and there was no

16 money to pay for the administrative costs for those

17 accounts. And Texas Capital Bank told us that if we are

18 not using it, we have to close it. And the only person

19 that can sign for the closing of those account was me

20 because it was under my name. So I did authorize Texas

21 Capital Bank to close those accounts.

22 Q. So ACET Global's bank accounts were under your

23 name?

24 MR. PERRIN: Objection, form.

25 A. Yeah, they were under my name at one time for

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1 the whole year. So they said you need to close it,

2 otherwise you need to pay the administrative fee. And

3 we don't have money to pay it, and they said you have to

4 close it. And so the only way that I could possibly

5 close it, by signing the paper and tell them to close

6 it.

7 Q. (BY MR. FREEMAN) Okay. And you closed it in

8 2019, correct?

9 A. Yes.

10 Q. And that's because Windspeed was done using

11 these accounts?

12 A. Windspeed was --

13 MS. HARD-WILSON: Objection, form.

14 A. -- using this accounts. Windspeed had their

15 own accounts.

16 Q. (BY MR. FREEMAN) Well, now, I understood that

17 ACET Global -- excuse me. Strike that.

18 I understood that Windspeed was selling

19 ACET Global's inventory; is that correct?

20 A. Yes, but we will not use those accounts.

21 Q. So whenever Windspeed sold ACET Global's

22 inventory, were the revenues going into Windspeed's bank

23 account?

24 MR. PERRIN: Objection, form.

25 A. Yes, at that time, but we did not sell

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1 anything.

2 Q. (BY MR. FREEMAN) I'm sorry. What do you mean

3 you did not sell anything?

4 A. We had not income into any of those accounts.

5 That's why Texas Capital Bank told us to close it. We

6 were not using those accounts, period.

7 Q. But the accounts that are closed here at Texas

8 Capital Bank, those are ACET Global accounts, correct?

9 A. Yes, it was.

10 Q. And so I was asking: When Windspeed would

11 sell ACET Global's inventory, did the money come into

12 Windspeed's bank account?

13 A. It come -- no. They do not come into the

14 Windspeed account. They're supposed to go into the ACET

15 account. The only difference is there was no money

16 coming in.

17 Q. Okay. What is your ownership in Windspeed?

18 A. 100 percent.

19 Q. Do you consider yourself to have 100 percent

20 economic ownership of Windspeed?

21 A. Yes.

22 Q. And do you consider yourself to have 100

23 percent beneficial ownership of Windspeed?

24 A. Yes.

25 Q. Do you consider anyone else to have rights to

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1 Windspeed?

2 A. Anyone else have what?

3 Q. Rights.

4 A. No.

5 Q. Do you consider anyone else to be able to

6 acquire ownership in Windspeed if they want to?

7 A. No.

8 Q. Do you believe that Baymark Partners

9 Management, LLC has the right to own any part of

10 Windspeed?

11 A. No.

12 Q. Do you believe that Super G Capital has the

13 right to own any part of Windspeed?

14 A. No.

15 Q. Why do you believe that?

16 MR. PERRIN: Objection, form.

17 A. Because I have no reason whatsoever they want

18 to have -- to own part of Windspeed or -- unless I pay

19 the debt on the loan, Super G should not have that

20 right.

21 Q. (BY MR. FREEMAN) Did they want to separate

22 themselves from the company until the debt and the loan

23 were repaid?

24 MS. HARD-WILSON: Objection, form.

25 A. I do not know exactly what that will happen,

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<p>1 nor did I ever think -- ever thought about it.</p> <p>2 Q. (BY MR. FREEMAN) Do you think they wanted to</p> <p>3 stick you with all the liability exposure?</p> <p>4 MS. HARD-WILSON: Objection, form.</p> <p>5 MR. PERRIN: Objection, form.</p> <p>6 A. I don't think so.</p> <p>7 Q. (BY MR. FREEMAN) Maybe wait until everything</p> <p>8 was cleared and they didn't have to worry about someone</p> <p>9 coming and suing them?</p> <p>10 MS. HARD-WILSON: Objection, form.</p> <p>11 A. I do not -- I do not think so. I have no idea</p> <p>12 what you are talking about, first of all.</p> <p>13 (Exhibit 42 marked.)</p> <p>14 Q. (BY MR. FREEMAN) Mr. Szeto, I'm putting up</p> <p>15 what's Exhibit 42 --</p> <p>16 A. Okay.</p> <p>17 Q. -- on the screen. Do you recognize this</p> <p>18 document?</p> <p>19 A. I don't remember seeing it, no.</p> <p>20 Q. Okay. And here at the top, it shows it's an</p> <p>21 email from Matt Denegre to Steve Bellah, Alex Godinez</p> <p>22 and Tony Ludlow; is that correct?</p> <p>23 A. Yes.</p> <p>24 Q. And it's dated October 16th, 2018; is that</p> <p>25 correct?</p>	<p>1 Q. Okay. Do you know who drafted it?</p> <p>2 A. I have no idea who drafted it.</p> <p>3 Q. Okay.</p> <p>4 A. I know -- I know my attorney, Alex, was</p> <p>5 involved with Julie at one time, so they did work on it</p> <p>6 for a little while. And -- but that's as far as I know.</p> <p>7 Q. Do you recall what the date of the Amended and</p> <p>8 Restated Operating Agreement of --</p> <p>9 A. No. I have good memory, but not three years</p> <p>10 old.</p> <p>11 Q. Do you remember the date on the Windspeed</p> <p>12 Trading, LLC company agreement?</p> <p>13 A. No, I do not remember the exact date. I just</p> <p>14 know approximately what -- what month it was in October</p> <p>15 and -- yeah, I do not know the exact date.</p> <p>16 Q. Wasn't that agreement the date that's</p> <p>17 reflected on October 18th, 2018?</p> <p>18 A. Well, you are looking at a piece of paper. I</p> <p>19 assume that you do know what the date is, but I do not</p> <p>20 know.</p> <p>21 Q. Okay. Am I reading it correctly when I say</p> <p>22 the date stated there is October 18th, 2018?</p> <p>23 A. Well, I assume you are reading it correctly,</p> <p>24 yes.</p> <p>25 Q. Mr. Szeto, I'm not trying to be difficult.</p>
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<p>1 A. Yes.</p> <p>2 Q. And the title of the email is "Windspeed</p> <p>3 revised WPA and Warrant"; is that correct?</p> <p>4 A. Yes.</p> <p>5 Q. Do you know -- do you have any reason to know</p> <p>6 what this email was about?</p> <p>7 A. No, I do not.</p> <p>8 Q. Or what draft they may be referring to?</p> <p>9 MS. HARD-WILSON: Objection, form.</p> <p>10 A. I do not know what that mean.</p> <p>11 Q. (BY MR. FREEMAN) They state -- Matt states,</p> <p>12 "We finished the draft and need to review internally."</p> <p>13 Do you know -- you don't know what that</p> <p>14 means?</p> <p>15 A. No.</p> <p>16 Q. Okay. Do you know what the "WPA" means?</p> <p>17 A. No, I do not know what WPA means.</p> <p>18 Q. Any idea if that refers to "warrant purchase</p> <p>19 agreement."</p> <p>20 A. I have no idea what that means, nor would I</p> <p>21 want to guess.</p> <p>22 Q. And you had no involvement in negotiating the</p> <p>23 WPA, whatever it is?</p> <p>24 A. I have no involvement that I can think of, so</p> <p>25 I cannot tell you one way or the other.</p>	<p>1 Unfortunately, the way this process works, I've got to</p> <p>2 read it and create a record. And so we're not testing</p> <p>3 my reading abilities. I assure you they're okay.</p> <p>4 But --</p> <p>5 A. You surprise me by saying that you're not</p> <p>6 trying to be difficult. So -- I tend not to agree with</p> <p>7 you, but that's okay.</p> <p>8 Q. Well, we can both trade that barb, I think, at</p> <p>9 the end of this. But I would like to confirm that the</p> <p>10 date on this document is October 18th, 2018; is that</p> <p>11 correct, sir?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. So the date of the emails here we're</p> <p>14 looking at in Exhibit 42, at the top here, that was</p> <p>15 October 16th, 2018, correct?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. Now, so down at the bottom, is that an</p> <p>18 email from Julie Smith?</p> <p>19 A. Yes.</p> <p>20 Q. Julie A. Smith?</p> <p>21 A. Uh-huh.</p> <p>22 Q. And is it dated October 15th, 2018?</p> <p>23 A. Yes.</p> <p>24 Q. All right. It looks like she's working late,</p> <p>25 7:05 p.m.?</p>

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<p>1 A. I thought that's what lawyers are supposed to 2 do. 3 Q. I think they are. 4 A. That's what I thought, too. 5 Q. Is it to Matt Denegre? 6 A. Yes. 7 Q. And William Szeto? 8 A. Yes. 9 Q. And that's you, right? 10 A. I supposed to work late, too. 11 Q. What's that? 12 A. Yes. 13 Q. That's you, correct, sir? 14 A. Yes. 15 Q. And then to Alexander Szeto? 16 A. Yes. 17 Q. Okay. And the subject line says, 18 "Windspeed-revised WPA and Warrant"; is that correct? 19 A. Yes. 20 Q. Do you remember -- do you know what the "WPA" 21 is? 22 A. Not exactly, but -- 23 Q. Okay. 24 A. -- I assume it's the warrant purchase 25 agreement.</p>	<p>1 Warrant Purchase Agreement.pdf"? 2 A. Yes. 3 Q. Okay. Do you know who drafted this document? 4 A. No, I do not remember. 5 Q. Okay. Do you remember being involved in that 6 process at all? 7 A. I remember being involved in the process. And 8 I think Alexander was involved with that process for me, 9 and I really do not remember who else was involved. 10 Q. Okay. Now, do you remember who drafted the 11 Amended and Restated Company Agreement for Windspeed? 12 A. I do not remember. 13 Q. Okay. But you did sign that document, 14 correct? 15 A. Well, I think that when they finally said it's 16 ready to sign, yes, I did sign. 17 Q. Okay. And who is "they"? 18 A. I forget who said it was ready to be signed. 19 I think Alexander did say, yeah, it's ready to go, and I 20 signed it, yes. 21 Q. Okay. And does this -- this document I'm 22 placing on your screen, it's Exhibit 43. Do you see 23 that? 24 A. Yes. 25 (Exhibit 43 marked.)</p>
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<p>1 Q. Okay. So this email, it's from Julie Smith. 2 And if you look at her signature line, does it say that 3 she's a shareholder in Hallett &amp; Perrin, PC? 4 A. Yes. 5 Q. Okay. And does her email say, "Attached are 6 documents of the warrant purchase agreement and the 7 warrant revised to reflect the changes of all parties"? 8 A. Yes, that's what the email says. 9 Q. And then does it say, "The redlines compare 10 these versions to the Versions H&amp;P, circulated earlier 11 today"; is that correct? 12 A. Yes. 13 Q. And do you understand "H&amp;P" to refer to 14 Hallett &amp; Perrin? 15 A. I assume it is. 16 Q. Okay. And if you look down at the bottom 17 where it reflects the attachments to her email, does it 18 attach -- does it reflect an attachment called 19 "Windspeed Warrant Purchase Agreement"? 20 A. Yes. 21 Q. And does it appear to reflect Version 3 of 22 that document? 23 A. Uh-huh. 24 Q. And then is there also another document that 25 says, "Windspeed Warrant Purchase Agreement, Windspeed</p>	<p>1 Q. (BY MR. FREEMAN) And does this appear to be 2 an email from Matt Denegre? 3 A. Yes. 4 Q. Dated October 17th, 2018? 5 A. Yes. 6 Q. To Steve Bellah? 7 A. Yes. 8 Q. CC'ing Alex Godinez and Tony Ludlow? 9 A. Yes. 10 Q. Subject line "Windspeed A&amp;R Company 11 Agreement." 12 A. Okay. 13 Q. Attachments listed, Version 1, Windspeed 14 Trading, LLC A&amp;R Company Agreement; is that correct? 15 A. Yes. 16 Q. And do you know who drafted the attachment? 17 A. I don't remember. 18 Q. So the attachment is with the email here. And 19 if you'll look in the top right-hand corner, does it 20 say, "H&amp;P draft 10/17/18"? 21 A. Yes, but I -- on the date down below, it 22 didn't have a date put down. So I don't know exactly 23 what date that is. 24 Q. Okay. Any reason to believe that the date 25 that's stated there at the top of this Amended and</p>

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1 Restated Company Agreement of Windspeed Trading, LLC  
2 that reflects H&P draft 10/17/18, that that's incorrect?  
3 A. I do not know.  
4 Q. Okay. And do you know what "H&P" stands for?  
5 A. I do not know for sure.  
6 Q. Do you think that it stands for Hallett &  
7 Perrin?  
8 A. I assume that is what it is, but I cannot tell  
9 you for sure.  
10 Q. Okay. Why did you set the company up with  
11 warrants? Why did you set Windspeed up with warrants?  
12 A. I don't know exactly why. And I was hoping to  
13 set it up with warrants that I can get further  
14 investment into the company. And I have done that  
15 before with other startup that I started, and I thought  
16 that it would work out real well. So I did that for  
17 that reason.  
18 Now, it didn't work this time because I  
19 was hoping for additional investment. It didn't work,  
20 so -- I did set it up, but how much the warrant will  
21 eventually cost and would sell and whatever depend on  
22 how successful we are at that time. So it's something I  
23 don't know for sure at that point. And I just thought  
24 that maybe I do that that way, I can get some additional  
25 investments.

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1 Q. Could it also depend on how much it cost to  
2 exercise that warrant?  
3 A. Exactly.  
4 Q. Okay.  
5 A. Well, that cost is depending on how successful  
6 the company is.  
7 Q. Okay. Who requested that it be set up with  
8 warrants?  
9 A. I did.  
10 Q. Okay. What is a "warrant"?  
11 A. A warrant is basically a right to sell stocks  
12 or buy stocks.  
13 Q. Okay. So just entitles the holder to buy  
14 stock?  
15 A. Yes.  
16 Q. Okay. And why did you want it done this way?  
17 A. Well, I want it done this way so I could get  
18 the flexibility whether if I want to sell it or not, or  
19 how much I want to sell it for.  
20 Q. And how does a warrant give you the right to  
21 decide how much you sell it for?  
22 A. It depend on the success of the company.  
23 Q. So you get to decide later how much you're  
24 going to sell it to the warrant holders for?  
25 MR. PERRIN: Objection, form.

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1 A. I think so.  
2 Q. (BY MR. FREEMAN) Okay. Are you something of  
3 an expert in warrants?  
4 A. No, I'm not an expert in anything.  
5 Q. Okay. Where did you get your understanding of  
6 how warrants work?  
7 A. I do not know for sure how it works, and I'm  
8 not ready to explain it.  
9 Q. Okay. Do you understand them at all, truly?  
10 MR. PERRIN: Objection, form.  
11 A. I understand some of it, but I do not  
12 understand all.  
13 Q. (BY MR. FREEMAN) Okay. But your  
14 understanding is that by these people -- by Baymark  
15 Partners Management, LLC and Super G Capital, LLC  
16 holding warrants, that you can later tell them how much  
17 they're going to buy their membership interest for?  
18 MR. PERRIN: Objection, form.  
19 A. I do not, at that moment, have any idea what  
20 that really mean until I have to come across it. And,  
21 no, I do not know what it really mean at that time.  
22 Q. (BY MR. FREEMAN) Okay. Is it possible that  
23 Baymark Partners Management, LLC was the one who wanted  
24 it to be warrants?  
25 A. No. Baymark Management, LLC have no

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1 involvement whatsoever in the start-up of Windspeed  
2 Trading. They did not give me any -- any advice or  
3 direction as to which way it should go. So they did not  
4 tell me what this really mean.  
5 Q. Were they pretty upset when you forced them to  
6 take these warrants?  
7 MS. HARD-WILSON: Objection, form.  
8 A. If they were upset, I sure cannot tell.  
9 Q. (BY MR. FREEMAN) Okay. Did Super G want  
10 warrants?  
11 A. Well, let me put it this way. When I  
12 suggested warrants, nobody seems to object. So whether  
13 they want warrant or they don't want warrant, nobody say  
14 anything.  
15 Q. Okay.  
16 A. Okay?  
17 Q. Is it possible Baymark wanted a warrant so  
18 that its interest in the company could be hidden?  
19 MR. PERRIN: Objection, form.  
20 MS. HARD-WILSON: Objection, form.  
21 A. Let me put it this way. Baymark did not  
22 participate in any of those conversations, nor do I know  
23 exactly what they want.  
24 Q. (BY MR. FREEMAN) They didn't have -- did they  
25 have any involvement in drafting the warrant agreements?

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1 A. No.  
2 Q. They didn't have any --  
3 A. The drafting -- that agreement was basically  
4 between my son Alex and Julie, and that was pretty much  
5 the same base document that they created. There was  
6 nothing in particular. And -- so I cannot tell you for  
7 sure one way or the other who wants a warrant or whether  
8 they want a warrant or not, and I cannot tell you that.  
9 Q. But Baymark's lawyers were drafting the  
10 warrant documents, correct?  
11 MR. PERRIN: Objection, form.  
12 A. Julie draft those -- helped Alex to draft the  
13 document, yes.  
14 Q. (BY MR. FREEMAN) Okay. You weren't involved  
15 in any of the negotiations?  
16 A. What was that again, please?  
17 Q. You were not involved in any of the  
18 negotiations, though?  
19 A. Depending on what you mean "negotiations."  
20 Q. About the warrants.  
21 A. No. There was very little negotiation of  
22 warrant. We put it down on paper. Everybody seems  
23 happy happy with it, and that was it. There was no  
24 negotiation as such. I did object to the 40/40/20, and  
25 it didn't go very far, and that was the end of it.

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1 Q. Okay. Well, I'm showing you, Mr. Szeto,  
2 what's marked as Exhibit 40 on your screen. Can you see  
3 that, sir?  
4 A. Yes.  
5 (Exhibit 40 marked.)  
6 Q. (BY MR. FREEMAN) And does this appear to be  
7 an email from Matt Denegre on October 16th, 2018?  
8 A. Yes.  
9 Q. Is it to Steve Bellah?  
10 A. Yes.  
11 Q. And Alex Godinez and Tony Ludlow?  
12 A. Uh-huh.  
13 Q. Okay. And the subject line reads, "Windspeed  
14 revised WPA and warrant," correct?  
15 A. Yes.  
16 Q. And there appear to be two attachments, one of  
17 them titled "Windspeed Warrant Purchase Agreement,  
18 Version 3"; one of them entitled "Windspeed Warrant  
19 Purchase Agreement"; is that correct?  
20 A. Yes.  
21 Q. And does it say, "Steve, attached is the  
22 revised draft of the WPA"?  
23 A. Yes.  
24 Q. Okay. And down below -- and we've seen this  
25 one just a bit ago, but down below, is that an email on

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1 October 15th, 2018, from Julie A. Smith at Hallett &  
2 Perrin?  
3 A. Yes.  
4 Q. And does that appear to contain the warrant  
5 purchase agreement and the warrant?  
6 A. Yes.  
7 Q. Okay. And if I scroll down here to look at  
8 the attached warrant purchase agreement --  
9 A. Yes.  
10 Q. -- does the top of that document state, "H&P  
11 draft, 10/16/18"?  
12 A. Yes.  
13 Q. Okay. Does that appear to reflect "Hallett &  
14 Perrin draft, October 16, 2018"?  
15 A. I certainly do not remember all the way back  
16 that -- whatever is a draft. So I cannot answer that  
17 question effectively.  
18 Q. Okay. But this document was sent to you,  
19 correct?  
20 A. I assume that it did, but I don't remember for  
21 sure, either.  
22 Q. Okay. But it was sent to you by Julie Smith,  
23 shareholder at Hallett & Perrin?  
24 A. Yes, I assume that she did send it to me.  
25 Q. Okay. Can you see from the email and confirm?

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1 A. I would confirm it based on the email, yes.  
2 Q. And does this appear to be a true and correct  
3 copy of that email attachment?  
4 A. Yes.  
5 Q. What was the exercise price for the warrants  
6 that Super G and Baymark held?  
7 A. I don't think we ever talk about an exercise  
8 price.  
9 Q. Okay. Is there a reason that Super G and  
10 Baymark Partners are listed in this document together?  
11 A. I do not know why they are listed in this  
12 document together. And -- so I cannot answer that  
13 question either.  
14 Q. Okay. But it appears to refer to Baymark  
15 Partners, LLC?  
16 A. I do not know why they were listed together,  
17 and so I cannot answer that question.  
18 Q. Okay. If you look down here on the next page  
19 of the document, it's Bates labeled BP006466, there's a  
20 defined term here of "exercise price"; is that correct?  
21 A. Yes.  
22 Q. Okay. And if you read this, "Referring to the  
23 exercise thereof for a total exercise price of \$100"; is  
24 that correct?  
25 A. I have not seen that \$100 yet.



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1 Q. Okay. If I show you --  
2 A. I saw the number, but I -- yes, maybe.  
3 Q. All right. Is that your understanding that  
4 the exercise price of the warrants is \$100?  
5 MS. HARD-WILSON: Objection, form.  
6 A. I assume it is.  
7 Q. (BY MR. FREEMAN) Even without seeing this  
8 document, wasn't it your understanding that the exercise  
9 price for the warrants was a nominal amount?  
10 A. Without the dates and all the other pertinent  
11 information, I look at that price as just a suggestion.  
12 To me, it is not a genuine executed document. And, yes,  
13 I understand the price, \$100 or 250 per one percent. I  
14 don't know what that really mean in the real world.  
15 Q. Doesn't that feel a little bit cheap for all  
16 the hard work you've put into Windspeed?  
17 MS. HARD-WILSON: Objection, form.  
18 MR. PERRIN: Objection, form.  
19 A. Well, I think it is cheap considering that I  
20 spent all this time answering this questions.  
21 Q. (BY MR. FREEMAN) Answering these questions?  
22 A. Yes.  
23 Q. Well played, sir.  
24 Is -- would you be surprised to learn that  
25 these warrants, instead of allowing you to dictate how

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1 much Baymark Partners and Super G pay you for shares  
2 of for -- 80 percent of your company, it allows them to  
3 dictate to you how much you will sell it to them for?  
4 A. I have not thought about that, no. I did not  
5 think about it that way.  
6 Q. Would you be upset to learn that this document  
7 allows them legally to force you to sell them 80 percent  
8 of Windspeed for \$100?  
9 MS. HARD-WILSON: Objection, form.  
10 MR. PERRIN: Objection, form.  
11 A. If they want to pay me \$100 for 80 --  
12 40 percent, I'll take the \$100 right now.  
13 Q. (BY MR. FREEMAN) \$100?  
14 A. Yes.  
15 Q. Okay. If you want to make me an offer, I will  
16 be interested in it.  
17 A. Oh, you would, huh?  
18 Q. Yeah.  
19 A. Okay.  
20 Q. So I'll just be waiting. But if y'all want to  
21 submit over an offer for \$100, I'll be happy to  
22 entertain that --  
23 A. Okay.  
24 Q. -- and I'll get back to you.  
25 MR. PERRIN: Objection to counsel's

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1 sidebar.  
2 MR. FREEMAN: We cannot have any sense of  
3 humor here.  
4 Q. (BY MR. FREEMAN) Did the execution of this  
5 document require the parties to sign an Amended and  
6 Restated Company Agreement?  
7 A. I forgot when it was signed. And I assume  
8 that one time or the other I signed it -- and when it  
9 was ready to be signed. So I really cannot tell you  
10 when it was signed and how it was signed. As far as I  
11 know, it was signed.  
12 Q. Okay. But it appears that from Paragraph 3  
13 here, I have that this is -- on your screen -- that the  
14 parties would have to agree to sign an Amended and  
15 Restated Company Agreement; is that correct?  
16 A. I assumed it is.  
17 MS. HARD-WILSON: Could we have a time  
18 check, please?  
19 THE REPORTER: 5 hours, 41 minutes.  
20 Q. (BY MR. FREEMAN) Mr. Szeto, I'm putting on  
21 your screen what's marked as Exhibit 38. Do you see  
22 this document?  
23 A. Yes.  
24 (Exhibit 38 marked.)  
25 Q. (BY MR. FREEMAN) Okay. And is this an email

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1 from you -- let's see here. Is this an email from Steve  
2 Bellah to you and others with an attached loan and  
3 security agreement for Windspeed?  
4 A. That is an email from Steve Bellah to me and  
5 others, yes.  
6 Q. Okay. And does it appear to have a breakdown  
7 of the ownership?  
8 A. Yes.  
9 Q. Okay. I'm going back to what's marked as  
10 Exhibit 40, which we were just looking at. And I'm on  
11 what's marked as Page 9 of that document. It's Bates  
12 labeled BP006473. Do you see that, sir?  
13 A. Yes.  
14 Q. Okay. And is there -- in what's --  
15 Paragraph 9(g), do you see that?  
16 A. Yes.  
17 Q. And there are -- this is the notice -- the  
18 notice paragraph, correct?  
19 A. Yes.  
20 Q. And is there a -- there are a couple of  
21 parties there. One is Windspeed Trading, LLC; is that  
22 correct?  
23 A. Yes.  
24 Q. And the other is stated as Baymark/Super G; is  
25 that correct?

<p style="text-align: right;">Page 274</p> <p>1 A. Uh-huh.</p> <p>2 Q. Is that because Baymark and Super G were</p> <p>3 partners on this deal?</p> <p>4 MR. PERRIN: Objection, form.</p> <p>5 A. That, I cannot tell you one way or the other.</p> <p>6 They are not partner with me.</p> <p>7 Q. (BY MR. FREEMAN) Okay. Were they, kind of,</p> <p>8 on the same side on this deal, and you were another</p> <p>9 party to it?</p> <p>10 MR. PERRIN: Objection, form.</p> <p>11 MS. HARD-WILSON: Objection, form.</p> <p>12 A. Yes.</p> <p>13 Q. (BY MR. FREEMAN) Okay. It was kind of like</p> <p>14 you negotiating against them on the other side?</p> <p>15 MR. PERRIN: Objection, form.</p> <p>16 A. I am not negotiating against anybody else. I</p> <p>17 am on my own, that I'm Windspeed Trading, LLC. And if</p> <p>18 Baymark and others are together, I do not know. I do</p> <p>19 not know anything.</p> <p>20 Q. (BY MR. FREEMAN) If we go down to the</p> <p>21 purchaser line, Mr. Szeto --</p> <p>22 A. Yes.</p> <p>23 Q. -- does it list a purchaser as</p> <p>24 Super G/Baymark?</p> <p>25 A. I do not know what that mean.</p>	<p style="text-align: right;">Page 276</p> <p>1 signify Hallett &amp; Perrin?</p> <p>2 MR. PERRIN: Objection, form.</p> <p>3 A. I do not know exactly what it means, so I</p> <p>4 cannot interpret what that mean.</p> <p>5 Q. (BY MR. FREEMAN) Okay. Do you see on this</p> <p>6 document that there are some redline changes?</p> <p>7 A. Well, from the screen, not red. They're</p> <p>8 black.</p> <p>9 Q. As a convention, I guess. That's a phrase.</p> <p>10 That's something of a convention. Do you understand</p> <p>11 what I mean when I say "redline"?</p> <p>12 A. I understand. That's the lawyer's term.</p> <p>13 Q. It is, but it's also a layman's term.</p> <p>14 A. Okay.</p> <p>15 Q. Not to suggest that you are a layman, whatever</p> <p>16 the heck that means.</p> <p>17 A. Well, when I say, "Redline," it means red. It</p> <p>18 shows up as red.</p> <p>19 Q. Got it. So do you see what's marked in</p> <p>20 yellow?</p> <p>21 A. Yes. That one, I understand.</p> <p>22 Q. And the lines -- the underlining, do you see</p> <p>23 that?</p> <p>24 A. Yes.</p> <p>25 Q. Do you understand those to be changes to a</p>
<p style="text-align: right;">Page 275</p> <p>1 Q. Do you have any idea why they're listed</p> <p>2 together as one party on this transaction?</p> <p>3 MR. PERRIN: Objection, form.</p> <p>4 A. I have no idea.</p> <p>5 Q. (BY MR. FREEMAN) Does that seem a little odd</p> <p>6 to you?</p> <p>7 MS. HARD-WILSON: Objection, form.</p> <p>8 MR. PERRIN: Objection, form.</p> <p>9 A. There's a lot things seem a lot odd to me, so</p> <p>10 I cannot tell you what that one -- how odd it is.</p> <p>11 Q. (BY MR. FREEMAN) Okay. Scrolling down a</p> <p>12 little further to a document that's Bates labeled</p> <p>13 BP006480, do you see that, sir?</p> <p>14 A. Yes.</p> <p>15 Q. And is the title of the document "Warrant</p> <p>16 Purchase Agreement"?</p> <p>17 A. Yes.</p> <p>18 Q. And does it state, "H&amp;P draft, 10/16/18"?</p> <p>19 A. What are you reading from?</p> <p>20 Q. Oh, I'll -- let me highlight that for you. Do</p> <p>21 you see that?</p> <p>22 A. Okay.</p> <p>23 Q. Does it state, "H&amp;P draft, 10/16/18"?</p> <p>24 A. Okay.</p> <p>25 Q. And does that -- do you understand that to</p>	<p style="text-align: right;">Page 277</p> <p>1 pre-existing draft?</p> <p>2 A. I don't understand what you are trying to tell</p> <p>3 me.</p> <p>4 Q. Do you understand --</p> <p>5 A. I know there were changes made. And without</p> <p>6 the original copy, I cannot tell you why it was changed,</p> <p>7 what was changed, and I really don't know the changes.</p> <p>8 Q. Okay. If we scroll down to Page 9 of that</p> <p>9 document, Bates marked PB -- BP006488 --</p> <p>10 A. Okay.</p> <p>11 Q. -- that's Paragraph 9(g), a notice paragraph</p> <p>12 on this document as well. Do you see that?</p> <p>13 A. Yes.</p> <p>14 Q. And one of the notice parties that's listed is</p> <p>15 listed as Baymark/Super G; is that correct?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. The purchaser listed on this document,</p> <p>18 is it the party name Super G/Baymark?</p> <p>19 MR. PERRIN: Objection, form.</p> <p>20 A. I can see that on paper, but I do not know</p> <p>21 exactly what it mean.</p> <p>22 Q. (BY MR. FREEMAN) Are you used to dealing in</p> <p>23 transactions where one thing is on paper but there's a</p> <p>24 side deal?</p> <p>25 MS. HARD-WILSON: Objection, form.</p>

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1 A. No.  
2 Q. (BY MR. FREEMAN) Was Windspeed one of those  
3 transactions?  
4 MS. HARD-WILSON: Objection, form.  
5 A. No.  
6 MR. FREEMAN: Do you mind if we take a  
7 five-minute break, and I'm going to review my notes, run  
8 to the restroom, and we'll finish shortly.  
9 THE WITNESS: Promises, promises.  
10 MS. HARD-WILSON: Sounds good.  
11 (Break taken from 4:30 p.m. to 4:40 p.m.)  
12 Q. (BY MR. FREEMAN) Back on the record,  
13 Mr. Szeto.  
14 A. Yes.  
15 Q. Mr. Szeto, I just had a few questions to go  
16 through.  
17 Are you currently an employee of Windspeed  
18 Trading, LLC?  
19 A. Yes.  
20 Q. And what is your current position at  
21 Windspeed?  
22 A. President and CEO.  
23 Q. And how long have you been in that position?  
24 A. Ever since Windspeed was started.  
25 Q. What were your responsibilities in that

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1 position?  
2 A. Just about everything that doesn't work.  
3 Q. You know just about everything about the  
4 company?  
5 A. Yes, I do.  
6 Q. And probably as much about the company or more  
7 than anybody?  
8 A. Well, I do get involved with the company, and  
9 I do get involved in detail. It's just my way of  
10 running a business being an engineer. So I do know what  
11 is going on with the company, yes.  
12 Q. Do you report to anyone in that position?  
13 A. No, I do not report to anyone.  
14 Q. Okay. Have you held any other positions at  
15 Windspeed?  
16 A. No.  
17 Q. Have you held any positions with any of the  
18 following entities: ACET Venture Partners, LLC?  
19 A. No, I have nothing to do with ACET Venture  
20 Partners.  
21 Q. ACET Global, LLC?  
22 A. Not after it was closed.  
23 Q. Okay. But before it was closed, did you?  
24 A. I was the president and CEO, as designated by  
25 Baymark.

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1 Q. Okay. And D&T Partners, LLC?  
2 A. No. I don't know -- I don't know who they  
3 are.  
4 Q. Okay. Just a couple more here. Baymark ACET  
5 Holdco, LLC?  
6 A. The only time I know them was I borrowed the  
7 name to start an account for shipping, and I do not know  
8 who they are.  
9 Q. Baymark ACET Direct Invest, LLC?  
10 A. No, I do not know them.  
11 Q. Baymark Management, LLC?  
12 A. I do not know them.  
13 Q. Or Baymark Partners?  
14 A. I know who Baymark Partners were, but the only  
15 one that I really know well is David Hook. I met the  
16 others when I get up there to say hello once so often.  
17 Very rare, but I -- obviously, I know Matt very well,  
18 but that's about it.  
19 Q. And Matt is Matt Denegre?  
20 A. Yes.  
21 Q. Okay. When did you start working at ACET  
22 Global?  
23 A. Well, to be more exact, I did not start  
24 working at ACET Global. I was there one day in -- I  
25 believe, in the end of December or January for one day.

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1 And after that, Tomer told me he didn't have money to  
2 pay me, don't -- he didn't want me to show up anymore,  
3 so I did not show up, and then -- until beginning of  
4 February, when Matt and David Hook asked me to go up  
5 there to just work with his sales team. And we met with  
6 Tomer that one morning, and he knew I was going to come  
7 in the next day to work with his sales team. And that  
8 was when I start showing up in ACET Global's office.  
9 Q. Okay. So just to get the years right, was  
10 that -- the first, kind of, longer stint was in February  
11 of 2018?  
12 A. Yes.  
13 Q. Okay.  
14 A. February of 2018, yes.  
15 Q. Okay. Who had hired you at ACET Global?  
16 A. Nobody hired me. They asked me to be a  
17 consultant to start with. Just three days a week.  
18 Q. Okay. Did you report to anyone while you were  
19 at ACET Global?  
20 A. Well, you want to say "report." I talked to  
21 Matt, basically, tell him what's going on. Not in the  
22 traditional reporting relationship. They don't sign my  
23 time sheets.  
24 Q. Got it. Did you make business decisions on  
25 behalf of ACET Global?

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1 A. No. I -- not until then because I didn't have  
2 to make any decision. In the beginning of February,  
3 there was no decision to be made. And -- so to answer  
4 your question is no.  
5 Q. Okay. And how long did you serve in your role  
6 at ACET Global?  
7 A. As what? As president and CEO?  
8 Q. Yes, sir.  
9 A. Until when it closed.  
10 Q. Yes, sir. Until it closed?  
11 A. Until it closed.  
12 Q. Okay.  
13 MR. FREEMAN: Mr. Szeto, those are all  
14 the questions that I had for you today.  
15 THE WITNESS: Thank God for that.  
16 MR. FREEMAN: I promise -- I promised  
17 you, I think on the record, that I'd -- it would be  
18 quick on this last run.  
19 THE WITNESS: Okay.  
20 MR. FREEMAN: I've appreciated you  
21 sitting down and answering the questions and sitting  
22 through this. I hope you have wonderful Good Friday.  
23 And you may have some more questions to come, actually.  
24 Don't take a deep breath, but I have a feeling you might  
25 be done.

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1 THE WITNESS: Yes. I will say that -- I  
2 will never say I enjoyed it. I don't lie. But it was  
3 not as bad as I thought it would be. But I do  
4 appreciate everybody else in the room, Karen, and -- so  
5 I do appreciate it. And, obviously, if you have any  
6 other questions, please go through the law firm, and  
7 they will come and ask me. Okay?  
8 MS. HARD-WILSON: Well --  
9 THE WITNESS: And after this all over, I  
10 will bring you out to the hot and spicy place, but it  
11 have to be all over.  
12 MR. FREEMAN: Clear it with your attorney  
13 first, but I think -- I think that Brenda may have some  
14 questions, but my job now is I'm passing you as the  
15 witness.  
16 THE WITNESS: Okay.  
17 MS. HARD-WILSON: So we'll reserve our  
18 questions, but MR. Perrin may have some.  
19 THE WITNESS: Okay.  
20 MR. PERRIN: Mr. Szeto, we also reserve  
21 our questions until time of trial. Which means you're  
22 done.  
23 THE WITNESS: Okay.  
24 (End of proceedings.)  
25

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1 CHANGES AND SIGNATURE  
2 WITNESS NAME: WILLIAM SZETO  
3 DATE OF DEPOSITION: April 2, 2021  
4 PAGE LINE CHANGE REASON  
5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
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25 \_\_\_\_\_


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1 I, WILLIAM SZETO, have read the foregoing  
2 deposition and hereby affix my signature that same is  
3 true and correct, except as noted above.  
4  
5 \_\_\_\_\_  
6 WILLIAM SZETO  
7 THE STATE OF \_\_\_\_\_  
8 COUNTY OF \_\_\_\_\_  
9  
10 Before me, \_\_\_\_\_, on this day  
11 personally appeared WILLIAM SZETO, known to me (or  
12 proved to me under oath or through  
13 \_\_\_\_\_) (description of identity  
14 card or other document) to be the person whose name is  
15 subscribed to the foregoing instrument and acknowledged  
16 to me that they executed the same for the purposes and  
17 consideration therein expressed.  
18 Given under my hand and seal of office this  
19 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
20  
21 \_\_\_\_\_  
22 NOTARY PUBLIC IN AND FOR  
23 THE STATE OF \_\_\_\_\_  
24 COMMISSION EXPIRES: \_\_\_\_\_  
25

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1 NO. DC-19-09828  
2 D&T PARTNERS, LLC ) IN THE DISTRICT COURT  
(Successor in interest to )  
3 ACET VENTURE PARTNERS, )  
LLC, )  
4 )  
Plaintiff ) DALLAS COUNTY, TEXAS  
5 )  
VS. )  
6 )  
ACET GLOBAL, LLC; BAYMARK )  
7 ACET HOLDCO, LLC; BAYMARK ) 116th JUDICIAL DISTRICT  
MANAGEMENT, LCC; BAYMARK )  
8 MANAGEMENT, LLC; BAYMARK )  
PARTNERS; DAVID HOOK;  
9 TONY LUDLOW; and  
WINDSPEED TRADING, LLC,  
10  
Defendants  
11  
12 REPORTER'S CERTIFICATION  
DEPOSITION OF WILLIAM SZETO  
13 April 2, 2021  
14  
15 I, Karen Usher, Certified Shorthand Reporter in and  
16 for the State of Texas, hereby certify to the following:  
17 That the witness, WILLIAM SZETO, was duly sworn by  
18 the officer and that the transcript of the oral  
19 deposition is a true record of the testimony given by  
20 the witness;  
21 That the deposition transcript was submitted on  
22 APRIL 7, 2021 to the witness or to the attorney for the  
23 witness for examination, signature and return to me by  
24 APRIL 27, 2021;  
25 That the amount of time used by each party at the

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1 deposition is as follows:  
2 MR. JASON B. FREEMAN - 5 HOURS:55 MINUTES  
MR. EDWARD PERRIN - 00 HOURS:00 MINUTE(S)  
3 MS. BRENDA HARD-WILSON - 00 HOURS:00 MINUTE(S)  
4 That pursuant to information given to the  
5 deposition officer at the time said testimony was taken,  
6 the following includes counsel for all parties of  
7 record:  
8 MR. JASON B. FREEMAN, Attorney for Plaintiff  
MR. EDWARD PERRIN, Attorney for Defendants  
9 BAYMARK ENTITIES  
MS. BRENDA HARD-WILSON, Attorney for Defendant  
10 WINDSPEED TRADING, LLC  
11 I further certify that I am neither counsel for,  
12 related to, nor employed by any of the parties or  
13 attorneys in the action in which this proceeding was  
14 taken, and further that I am not financially or  
15 otherwise interested in the outcome of the action.  
16 Further certification requirements pursuant to Rule  
17 203 of TRCP will be certified to after they have  
18 occurred.  
19 Certified to by me this 7th of April, 2021.  
20  
21  
22   
MARY KAREN USHER, CSR # 5536  
23 Expiration: 1/31/2022  
Firm Registration # 10278  
USHER REPORTING SERVICES  
24 1326 Lochness Drive  
Allen, Texas 75013  
25 (214) 755-1612

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1 FURTHER CERTIFICATION UNDER RULE 203 TRCP  
2 The original deposition \_\_\_\_\_ was \_\_\_\_\_ was not  
3 returned to the deposition officer;  
4 If returned, the attached Changes and Signature  
5 page contains any changes and the reasons therefore;  
6 If returned, the original deposition was delivered  
7 to MR. JASON FREEMAN, Custodial Attorney;  
8 That \$\_\_\_\_\_ is the deposition officer's  
9 charges to the Plaintiff for preparing the original  
10 deposition transcript and any copies of exhibits;  
11 That the deposition was delivered in accordance  
12 with Rule 203.3, and that a copy of this certificate was  
13 served on all parties shown herein on and filed with the  
14 Clerk.  
15 Certified to by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
16  
17  
18  
19 MARY KAREN USHER, CSR # 5536  
Expiration: 1/31/2022  
Firm Registration # 10278  
20 USHER REPORTING SERVICES  
1326 Lochness Drive  
21 Allen, Texas 75013  
(214) 755-1612  
22 karen@usherreporting.com  
23  
24  
25